

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

JOHN D. RODKEY, :
Plaintiff :
: vs. : No. 07-2016 C.D.
: :
CLEARFIELD TAX CLAIM BUREAU, :
Defendant :
: : Type of Pleading: Certificate of
: Service
: :
: Filed on behalf of: John D. Rodkey
: :
: Counsel of Record for this party:
: :
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: :
: 100 Meadow Lane, Suite 5
: DuBois, Pennsylvania 15801
: :
: (814) 375-0300

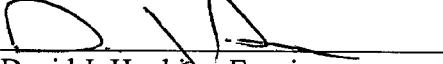
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DEC 21 2007
WM
William A. Shaw
Prothonotary/Clerk of Courts

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

JOHN D. RODKEY, :
Plaintiff :
: vs. : No. 07-2016 C.D.
: :
CLEARFIELD TAX CLAIM BUREAU, :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Petition for Disapproval of Tax Sale, filed on behalf if John D. Rodkey, was delivered on December 11, 2007 by handing a copy directly to Mary, a Clerk in the Office of the Clearfield County Tax Claim Bureau.



David J. Hopkins, Esquire
Attorney for Plaintiff

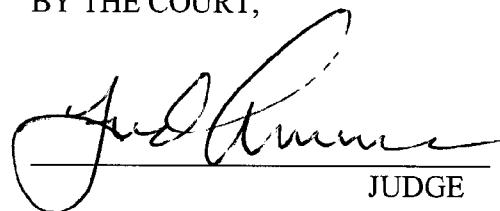
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

JOHN D. RODKEY, :
Plaintiff :
: vs. : No. 07-2016 C.D.
: :
CLEARFIELD TAX CLAIM BUREAU, :
Defendant :
:

ORDER

AND NOW, this 19 day of December, 2007, after considering the Petition for Disapproval of Tax Sale, and it appearing a greater sum of money can be realized by selling the property to John D. Rodkey, it is hereby ORDERED and ADJUDGED that the Petition is granted and the Clearfield County Tax Claim Bureau is directed to hold an auction with notice to John D. Rodkey and such other party(ies) who have heretofore submitted bids to purchase Tax Parcel No. 115-N06-000-00005 MN.

BY THE COURT,



JUDGE

REC'D 12/19/2007 100 Atty Hopkins
d: 48/31
DEC 19 2007 100 Def.

William A. Shaw
Prothonotary/Clerk of Courts

6K

DEC 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/19/07

You are responsible for serving all appropriate parties.
 The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s), Attorney Other
 Defendant(s) Defendant(s), Attorney Other
 Special Instructions:

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

JOHN D. RODKEY,

Plaintiff

vs.

CLEARFIELD TAX CLAIM BUREAU,
Defendant

No. 07-2016-CD

Type of Pleading: Petition for Disapproval
of Tax Sale

Filed on behalf of: John D. Rodkey

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

Original
upstairs

FILED 3cc
01.58/01
DEC 11 2007
Atty Hopkins
Atty pd. 85.00
William A. Shaw
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH : NO. 07-2015-C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: COMPLAINT
MORRCNI BROTHERS : IN FORECLOSURE
FLORISTS INC. :
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

Plff pd. 85.00
01/23/07
DEC 11 2007, CC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty

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

FIRST COMMONWEALTH	:	NO. 07 -	C.D.
BANK,	:		
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE	
VS.	:		
MORRONI BROTHERS	:		
FLORISTS INC.,	:		
DEFENDANT	:		

NOTICE

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

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

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

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

FIRST COMMONWEALTH	:	NO. 07 -	C.D.
BANK,	:		
PLAINTIFF	:	TYPE OF CASE: MORTGAGE	
	:	FORECLOSURE	
VS.	:		
MORRONI BROTHERS	:		
FLORISTS INC.,	:		
DEFENDANT	:		

COMPLAINT

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

1. Plaintiff **FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **MORRONI BROTHERS FLORISTS INC.** is a Pennsylvania corporation with a place of business at 43 Simpson Street, Smithmill, Clearfield County, Pennsylvania 16680.
3. Defendant is the mortgagor and real owner of the premises hereinafter described.

4. On March 12, 2004, Defendant executed and delivered to Plaintiff a Business Line of Credit Mortgage and a Business Line of Credit Credit Card Agreement upon the premises hereinafter described, which Business Line of Credit Mortgage was recorded on March 17, 2004 in Clearfield County as Instrument #200403939. True and correct copies of the Business Line of Credit Mortgage and Business Line of Credit Credit Card Agreement are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The said Business Line of Credit Mortgage and Business Line of Credit Credit Card Agreement were in the principal amount of Twenty Five Thousand Dollars (\$25,000.00), with interest thereon at variable rate (prime rate plus 1.5%) per annum, payable as to the principal and interest in equal monthly installments of a minimum of Fifty Dollars (\$50.00) each, commencing with the first monthly billing statement. Said Business Line of Credit Mortgage and Business Line of Credit Credit Card Agreement are incorporated herein by reference.

7. The premises subject to the Business Line of Credit Mortgage is the property located in Gulich Township at 43 Simpson Street, Smithville, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

8. The Business Line of Credit Mortgage is in default because payments of principal and interest due May 16, 2007, and monthly thereafter, are due and have not been paid in full, whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

9. The following amounts are due on the Business Line of Credit Mortgage and Business Line of Credit Credit Card Agreement:

Balance of Principal:	\$19,386.82
Accrued but unpaid interest through 10/26/07 at (\$5.34 per diem):	\$
Late charges on overdue amount as of 10/26/07:	\$
TOTAL:	\$19,386.82

PLUS, the following amounts accruing after 10/26/07:

Interest at the rate of at least seven (7%) percent per annum (\$5.34 per diem);

Late Charges from 10/26/07 forward; any escrow deficits; reasonable attorneys fees and costs.

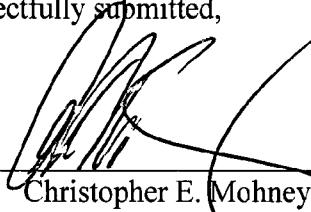
10. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendant on May 4, 2007, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

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

WHEREFORE, Plaintiff demands judgment against the defendant for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 9, namely, the principal balance amount of \$19,386.82, plus the following amounts accruing after October 26, 2007, to the date of judgment:

- a) Interest of \$5.34 per day;
- b) Late charges;
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorneys fees and costs of suit.

Respectfully submitted,

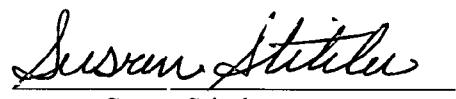
BY: 

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

VERIFICATION

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

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



Susan Stiteler

BUSINESS LINE OF CREDIT
MORTGAGE

"Mortgagee": First Commonwealth Bank, 601 Philadelphia Street, Indiana, PA. 15701

"Mortgagor": Morroni Brothers Florists Inc.

THIS MORTGAGE is made this 12th day of March, 2004, by and from Mortgagor to Mortgagee; WHEREAS,

Mortgagor has entered into an agreement with Mortgagee evidenced by a BUSINESS LINE OF CREDIT-CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT OR GUARANTY AND SURETYSHIP AGREEMENT (the "OBLIGATION") dated March 12, 2004, which Obligation states a principal sum of Twenty Five Thousand Dollars (\$25,000.00) and evidences Mortgagor's obligation to repay loans and advances made pursuant to the Obligation, the terms of which are incorporated herein by reference;

NOW, THEREFORE, to induce Mortgagee to make loans and advances to or on behalf of Mortgagor pursuant to the Obligation, and to secure the payment of all sums due or which may become due under said Note and all other obligations, debts, dues, instruments, liabilities, advances, judgments, damages, losses, claims, contracts and chooses in action, of whatever nature and however arising, owed to Mortgagee from Mortgagor, past, present or future, direct or indirect, absolute or contingent, voluntary or involuntary, now due or to become due, and any and all extensions or renewals thereof in whole or in part, whether owed by Mortgagor as drawer, maker, endorser, assignor, guarantor, surety, or otherwise whatsoever, (all of such obligations secured hereby, hereinafter called the "Obligation(s)"), as well as to secure Mortgagor's performance under this Mortgage, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell and convey unto Mortgagee, its successors and assigns, all those certain tracts of land situated in the Township of Gulich, County of Clearfield, Pennsylvania and more particularly described in Exhibit "A", attached hereto and made a part hereof and with an address commonly known as 43 Simpson Street, Smithmill PA 16680.

TOGETHER WITH ALL AND SINGULAR, the buildings and improvements, streets, lanes, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any way appertaining and the reversions and remainders, rents, issues and profits thereof (all of which is hereinafter called the "Mortgaged Property");

TO HAVE AND TO HOLD same unto the said Mortgagee, its successors and assigns, FOREVER.

PROVIDED HOWEVER, that if the Obligation is paid in full, then the estate hereby granted shall be discharged.

Mortgagor represents, warrants, covenants and agrees that:

1. All furniture and furnishings of every kind and description and all appliances, apparatus and equipment now or hereafter in any building or improvements now or hereafter used for business or commercial purposes and standing on the premises hereinabove granted (and all substitutions therefor or additions thereto) are considered to be necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate; and all of the same are hereby conveyed, assigned and pledged, and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. This Mortgage is also a security agreement under the Pennsylvania Uniform Commercial Code by virtue of which Mortgagor does hereby grant to Mortgagee a security interest in all personal property now owned and hereinafter acquired, including furnishings, accessories, machinery and equipment (and all substitutions therefor and additions thereto), plus all attachments and accessories thereto, and the proceeds (cash and non-cash) of the foregoing. (All items of property granted under this Paragraph 2 shall constitute a part of and are included in the "Mortgaged Property").

2. Mortgagor will keep and perform all the covenants and agreements contained herein.

EXHIBIT

"A"

3. Mortgagee may, at Mortgagee's option, declare immediately due and payable all sums secured by this Mortgage upon transfer or change of legal or equitable title, ownership or control of all or part of the Mortgaged Property by sale, stock transfer, transfer of partnership interest, operation of law or in any other manner, whether voluntarily or involuntarily, without the prior written consent of Mortgagee. It is further understood and agreed that, if Mortgagee consents to any such transfer, Mortgagee may impose as a condition of such consent any condition, which Mortgagee, in its reasonable judgment, deems appropriate. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by federal law or by Pennsylvania law.

4. Mortgagor warrants that it owns fee simple title to the Mortgaged Property, and that it has full right and authority to grant this Mortgage and to perform its obligations hereunder. Mortgagor covenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims and encumbrances except as otherwise expressly permitted by Mortgagee in writing.

5. Mortgagor will pay when due all taxes, assessments, levies and other charges on or against the Mortgaged Property which may attain priority over the lien of this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

6. Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the prior written consent of Mortgagee, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on the Mortgaged Property, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mortgagee.

7. Mortgagor shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage", and such other risks and hazards as Mortgagee shall reasonably require, including flood insurance, in such amounts as Mortgagee shall reasonably require, but never less than the amount required to pay the Obligations secured hereby. The insurer or insurers will be chosen by Mortgagor, subject to approval by Mortgagee; and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Mortgagee and shall be cancelable by the insurer only after prior written notice by the insurer to Mortgagee. Mortgagor shall deliver evidence of all such insurance to Mortgagee.

If Mortgagor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Mortgagee at its sole option may elect to do so. In the event of loss, Mortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagee at its option may elect to make proof of loss if Mortgagor does not do so promptly, and to take any action it deems reasonably necessary to preserve Mortgagor's or Mortgagee's rights under any insurance policy. Insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Obligations, as Mortgagee may determine in its sole discretion. Mortgagor hereby appoints Mortgagee and its successors and assigns as Mortgagor's attorney-in-fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds.

8. Upon an Event of Default, Mortgagor hereby agrees to repay to Mortgagee on demand all sums which Mortgagee has elected to pay under Paragraphs 6 and/or 8 with interest thereon at a per annum rate equal to the interest rate(s) stated in the Note; and all sums so paid, together with interest thereon, until repaid to Mortgagee, shall be part of the Obligations and be secured hereby.

9. Mortgagor hereby assigns to Mortgagee all proceeds of any award in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for conveyance in lieu of condemnation.

10. In order to further secure Mortgagee in the event of default in the payment of the Obligations secured hereby, or in the performance by Mortgagor of any of the covenants, conditions or agreements contained herein, Mortgagor hereby assigns and transfers to Mortgagee, its successors and assigns any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues and profits arising from the Mortgaged Property under said leases or otherwise, without obligation of Mortgagee to perform or discharge any obligation, duty or liability under such leases, but with full authorization, upon an Event of Default, to collect all rents under the leases or otherwise and to take possession of and rent the

Mortgaged Property. Mortgagor covenants not to accept the payment of any rent paid more than thirty (30) days in advance.

11. In the event that (an "Event of Default") (a) Mortgagor fails to pay any Obligation or any portion thereof when due; or (b) Mortgagor breaches any warranty, covenant or agreement contained herein and such breach continues for a period of thirty (30) days after Mortgagor's receipt of written notice specifying such breach (unless curative action cannot reasonably be accomplished within such thirty [30] day period, in which event said cure period shall automatically be extended for an additional period of thirty [30] days, provided Mortgagor promptly commences such cure and diligently pursues curative action); or (c) any representation or warranty contained herein or otherwise made by any Mortgagor in connection with this Mortgage or any of the Obligations proves to be false or misleading in any material respect; or (d) there occurs an Event of Default under any agreement evidencing, securing or otherwise executed and delivered by Mortgagor in connection with the Obligations or any portion thereof; or (e) there occurs an Event of Default for non-payment under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property (whether or not such lien is in favor of Mortgagee); or (f) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; or (g) the Mortgagor makes an assignment for the benefit of its creditors, becomes insolvent, or files or has filed against it any petition, action, case or proceeding, voluntary or involuntary (unless said involuntary filing or action is dismissed within sixty [60] days), under any state or federal law regarding bankruptcy, insolvency, reorganization, receivership or dissolution, including the Bankruptcy Reform Act of 1978, as amended; or (h) Mortgagor fails to pay when due, any amount owing by Mortgagor pursuant to the terms hereof, then in addition to exercising any rights which Mortgagee may have under the terms of any agreement securing repayment of, or relating to, any portion of the Obligations, or otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Obligations, together with costs of suit and attorney's fees. Mortgagor hereby forever waives and releases all errors in the said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

12. For the purpose of procuring possession of the Mortgaged Property in the Event of any Default hereunder or under the Note, Mortgagor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Mortgagor and all persons claiming under or through Mortgagor, to appear for and confess judgment in ejectment for possession of the Mortgaged Property against Mortgagor, and against all persons claiming under or through Mortgagor, for the recovery by Mortgagee of possession of the same, without any stay of execution, for which this Mortgage, or a copy thereof 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.

13. The rights and remedies of Mortgagee as provided herein, or in any other agreement securing repayment of, or relating to, any portion of the Obligations, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively in Mortgagee's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

14. Mortgagee, with written notice to Mortgagor, may deal with the Obligations and any collateral security therefor in such manner as Mortgagee may deem advisable and may accept partial payment for or settle, release, or compromise the Obligations, all without impairing the estate granted hereby or the obligations of Mortgagor hereunder.

15. The covenants, conditions and agreements contained herein shall bind the heirs, personal representatives, and successors of Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of Mortgagee.

16. The formal and essential validity hereof shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

WITNESS the due execution hereof.

By:

Grantor: Morroni Brothers Florists Inc.

By: Russell J. Morroni (SEAL)
Russell J. Morroni

Title: President

CERTIFICATE OF RESIDENCE OF MORTGAGEE

I hereby certify that the precise address of the Mortgagee, First Commonwealth, herein is as follows:

Central Offices, 601 Philadelphia Street, P. O. Box 400, Indiana, PA 15701

Robert Schlesinger
Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *Clearfield*) SS)

On this, the 12th day of March, 2004, before me,
Brenda L. Keith, the undersigned Notary Public, personally appeared Russell J. Morroni, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

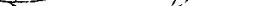
 (SEAL)
Notary Public

EXHIBIT "A"
To \$25,000.00 mortgage given to First Commonwealth Bank
By Morroni Brothers Florists Inc.

ALL those certain pieces, parcels or tracts of land situate in the Township of Gulich, County of Clearfield, Commonwealth of Pennsylvania bounded and described as follows:

PARCEL 1

TRACT 1

BEGINNING at a post South fifty-eight (58) degrees five minutes East two hundred ten (210) feet from a post on the Township Road leading to Ramey and continuing South fifty-eight degrees five minutes East two hundred (200) feet to a post; thence South thirty-one degrees fifty-five minutes West one hundred forty (140) feet to a post; thence North fifty-eight degrees five minutes West two hundred (200) feet to a post; thence North thirty-one degrees fifty-five minutes East one hundred forty (140) feet to the post at place of beginning.

TRACT 2

BEGINNING at a post two hundred and eleven (211) feet South fifty-eight (58) degrees, thirty-nine minutes East from a post on the public road leading to Janesville; thence in same course South fifty-eight degrees thirty-nine minutes East one hundred and ninety-nine (199) feet to a post; thence North thirty-one (31) degrees twenty one (21) minutes East fifty-three and one-half (53 1/2) feet to a post; thence North fifty-eight (58) degrees thirty nine (39) minutes West one hundred and ninety-nine (199) feet to a post; thence South thirty-one (31) degrees twenty-one (21) minutes West forty-three and one half feet to a post at place of beginning.

TRACT 3

BEGINNING at a point on lands of grantor at the Northwest corner of lands heretofore granted to the grantees herein by the grantor herein, thence South 58 degrees 39 minutes East one hundred ninety-nine (199) feet to a point; thence North 31 degrees 21 minutes East fifty-three and one-half (53 1/2) feet to a point; thence North 58 degrees 39 minutes West one hundred ninety-nine (199) feet to a post; thence South 31 degrees 21 minutes West fifty-three and one-half (53 1/2) feet to a point and place of beginning.

TRACT 4

BEGINNING at a post forty (40) foot street running thence along street, Northeast one hundred (100) feet to a post at the lane of the grantees; thence running East along the land of the grantee, four hundred and thirty-five and six-tenths (435.6) feet to a post at land South one hundred (100) feet to a post at land of John Blacker, running thence along said land, West four hundred and thirty-five and six-tenths (435.6) feet to a post at the said forty (40) foot street or road at the place of beginning.

BEING the same premises conveyed by John Morroni and Bobbie Morroni, his wife and Paul Morroni and Filomena Morroni, his wife and Camille Morroni and Marie Morroni, his wife and Phyllis Morroni Nevling and William S. Nevling, her husband, to the mortgagor, Morroni Brothers Florists Inc., in deed dated July 18, 1958 and recorded on August 9, 1958 in Clearfield County Deed Book Volume 469, Page 43.

Being Uniform Parcel Identifier Numbers 118-K16-511-52 and 118-K16-511-56

PARCEL 2

ALL that certain piece, parcel or tract of land situate in the Township of Gulich, County of Clearfield, Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a point along the western side of Pennsylvania Highway Route No. 253 at the Southeastern side of other lands of the Grantees and thence in a Northwesterly direction along the line of said other lands of Grantees a distance of One Hundred sixty-seven (167) feet to a point; thence in a Southwesterly direction a distance of eighty-two (82) feet to a point on lands of Grantors of which the hereby conveyed parcel is a part; thence in a Southeasterly direction along other lands of Grantors, of which the hereby conveyed parcel of land is a part and in a line parallel with the aforementioned other lands of the Grantees a distance of Two hundred sixteen (216) feet to the western side of Pennsylvania Highway Route No. 253; thence along the line of said Pennsylvania Highway Route No. 253 in a Northerly direction to the point and place of beginning.

BEING the same premises conveyed by John Blacker, also known as John Blaha; Nancy Blacker, also known as Nancy Blaha, his wife; and Nicholas Blacker, also known as Nicholas Blaha, to the mortgagor, Morroni Brothers, Forists, Inc., in deed dated August 2, 1965 and recorded on September 2, 1965 in Clearfield County Deed Book Volume 517, Page 83.

Being Uniform Parcel Identifier Numbers 118-K16-511-57



Banking
Insurance
Trust
Financial Management
Investments

Business Line of Credit Credit Card Agreement and Disclosure Statement Business Entity

This agreement contains the terms and conditions of the credit card account issued by First Commonwealth to the Business Entity on whose behalf the credit card account is opened. In this Agreement, the words "I", "me" and "my" mean the business entity and "Cardholder" means the individual designated by me, from time to time, to whom you will issue credit cards for business use under this agreement. "You" and "your" mean First Commonwealth. The word "Card(s)" means my MasterCard.

I have furnished credit information to you and requested that you establish MasterCard Accounts for certain Cardholders. You have approved my application and have advised me of the total credit limit for all Accounts authorized by me and the credit limit for each Cardholder. Each Cardholder who is issued a Card pursuant to this Agreement will be given a separate Account Number and a separate Account (the "Account"). I will be billed separately for each Account. Each Account shall be subject to the terms and conditions of this Agreement.

How It Works

Each Cardholder can use the Card to make purchases of goods and services from Merchants that accept MasterCard.

Each Cardholder can also use the Card to obtain Cash Advances ("Advances"). Cash Advances are loans from you to me and can be obtained in any of the following forms.

1. Cash Advances obtained from financial institutions, automatic teller machines or others through use of the card.
2. Check Advances obtained through using special checks ("MasterCard checks") to access my Account. Such checks may not be used to pay bills with you.

You may, but need not, extend credit for Purchases and/or make Advances in a total amount that would exceed a credit limit. You may increase or decrease credit limits at any time. You have no responsibility for the failure of any machine, merchant or any other party to honor any Cardholder's Card or Check. You have no duty to inquire into the purpose or disposition of any Purchase and/or Advance made to any Cardholder, that is, to determine whether any Purchase or Advance is to be used for or applied to the Cardholder's personal benefit.

Promise to Pay

I authorize you to charge the Account for all such Purchases and Advances and agree to pay you the total amount of all such Purchases and Advances and any other charge imposed on any account pursuant to the terms of the Agreement I agree to be liable even if the Cardholder has used the Card in a manner or for a purpose not authorized by me.

Confession of Judgment

I hereby irrevocably authorize and empower any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for me and, with or without complaint filed, as of any term, confess or enter judgment against me for the entire principal balance of this Agreement 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 (\$500.00); and for so doing, this Agreement or a copy of this Agreement verified by affidavit shall be sufficient warrant. The authority granted in this Agreement to confess judgment against me 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 Agreement.

Credit Limit

The credit limit will appear on my billing statement. You do not have to honor any Purchase or Advance which would cause the Account to exceed its credit limit. Every time a Purchase or Advance is made, you will deduct the amount from my credit limit. After making a payment, the available credit will go up again.

Collateral

This agreement is secured by: 2nd Lien Position on the premises known as 43 Simpson Street, Smithmill PA AND Commercial Guaranty of Russell J. Morroni AND Commercial Guaranty of Barbara A. Morroni AND Commercial Guaranty of Brian J. Morroni

Monthly Statements

Each month you will send me a billing statement(s) detailing the activity in my Account(s). The statement will show my minimum payment and its due date.

Variable Rate Finance Charge

The FINANCE CHARGE may vary. The FINANCE CHARGE will consist of interest computed at a variable monthly periodic rate. The ANNUAL PERCENTAGE RATE will be equivalent to the highest PRIME RATE of interest as published in the money rate section of The Wall Street Journal on the 15th of the month (or if the 15th is a Saturday, Sunday or holiday, the next business day) plus 1.5 percentage points. The ANNUAL PERCENTAGE RATE will change monthly whenever there is a change in the PRIME RATE. The new rate may be more or less than the rate on the prior billing cycle and will be in effect for the entire current billing period. If there is no change in the PRIME RATE then the rate on the prior billing cycle will remain in effect.

The Annual Percentage Rate will not be less than 7% (the Floor Rate). You may begin charging this Floor Rate at your sole discretion. REVISED 01/20/04

EXHIBIT

cash advances as described in the disclosure.

"B"

Finance Charges on Purchases

I will pay you a FINANCE CHARGE on the daily balances of my Purchases. New Purchases do not become a part of my daily balances, and no FINANCE CHARGE will be charged on them, if I pay them off in full within 25 days of the date of the first billing statement on which they appear. If I do not pay them off in full within that time, they will be added to my daily balances as of the dates they were posted to my account and a FINANCE CHARGE will be charged on them from the date of posting.

The FINANCE CHARGE on my Purchases is figured by multiplying the applicable monthly rate by the "average daily balance" of Purchases (excluding new Purchases).

If I have Paid My Balances as of the Beginning of the Billing Cycle in full by the Payment Date:

For each day during the billing cycle, you will take the beginning balance of Purchases which were posted to my Account before the previous billing cycle, and subtract those parts of any payments or credits posted that day which were applicable to such Purchases. You will not add in any new Purchases. This gives you the daily balance of such Purchases. Then, you add all the daily balances for the billing cycle together and divide the total number by the number of days in the billing cycle. This gives you the "average daily balance" of Purchases.

If I have Not Paid My Balances as of the Beginning of the Billing Cycle in full by the Payment Due Date:

First you will compute the average daily balance of Purchases which were posted to my account before the current billing cycle. You do this by taking the beginning balance of such Purchases each day during the billing cycle and subtracting those parts of any payments or credits posted that day which are applicable to such Purchases. You will not add in any new Purchases. This gives you the daily balance of such Purchases. Then you add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives you the "average daily balance", for the current billing cycle, of Purchases posted to my account before the current billing cycle.

Next, you will compute the "average daily balance", for the previous billing cycle, or Purchases which were posted to my Account during my previous billing cycle. You do this by taking the beginning balance of such Purchases each day during the previous billing cycle and subtracting those parts of any payments or credits posted that day which are applicable to such Purchases. This gives you the daily balance, for the previous billing cycle, of such Purchases. Then, you add all the daily balances for the previous billing cycle together and divide the total by the number of days in that billing cycle. This gives you the "average daily balance", for the previous billing cycle, of Purchases posted to my Account during the previous billing cycle. Finally, you multiply the monthly rate for each billing cycle by the "average daily balance" to which it applies.

Finance Charges on Cash Advance

I will pay a FINANCE CHARGE on my Cash Advances beginning on the day are posted to my account. The FINANCE CHARGE on my Cash Advances is figured by applying the monthly rate to the "average daily balance" of my Cash Advances (including new Cash Advances). To compute the "average daily balance", you take the beginning balance of my Cash Advances each day, add any new Cash Advances posted that day, and subtract those parts of any payments or credits posted that day which are applicable to Cash Advances. This gives you the daily balance. Then, you add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the daily balance. Then, you add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "average daily balance" of Cash Advances.

Annual Fee and Other Charges

1. **Annual Fee:** A non-refundable Annual Membership Fee of \$25.00 will be posted to each Cardholder Account.
2. **Late Charge:** A \$5.00 Late Charge will be posted to the Cardholder Account as a Purchase, if a Past Due Payment reflected on the Monthly Billing Statement is not received within 25 days of the closing date on that Billing Statement.
3. **Over Line Charges:** A \$10.00 Over Line Charge will be posted to the Cardholder's Account as a Purchase, each time the New Balance reflected on the Monthly Billing Statement exceeds the cardholder's credit limit by 10%.

Minimum Payments

I may pay the entire balance at any time. I may also pay you in installments. If I pay in installments, I agree to make a Minimum Payment to you each month, which will be the greater of 1.5% (rounded to the nearest dollar) of my new balance or \$50.00. If my new balance is \$50.00 or less, I will pay the balance in full.

Applying Payments

You will determine the method by which payments are applied, and you may change the method from time to time. The method of applying payments, and any changes, will apply consistently to all Business MasterCard Accounts that you issue.

Authorizations

Purchases and Cash Advances above certain amounts require your approval. Your prior approval may be required in other circumstances as well. These approvals are called "Authorizations". You may limit the number of Authorizations you will give on Cardholder(s) on any one day. In the event that your authorization system is not fully operational, you may not be able to give your approval for transactions even though they would not exceed the credit limit. I agree that neither you nor your authorization agent shall be liable for not giving Authorization in such case.

Default

The following constitute "events of default" in this Agreement:

1. My failure to pay the minimum monthly payment each month or any other obligation to you promptly on or before its due date.
2. Cardholder's credit limit is exceeded.
3. I become insolvent, bankrupt or make an assignment for the benefit of creditors.
4. My dissolution, merger or consolidation without your express written consent (if I am a partnership or corporation).
5. My death, imprisonment or adjudication of legal incompetence (if I am a natural person).
6. Any Cardholder or I provide you with false information or signatures at any time.
7. You at any time in your reasonable judgment believe that the prospect of my paying any obligation to you is impaired.
8. A judgment or tax lien is entered against me or an execution issued against my property
9. Any Cardholder or I fail to keep any promise or perform any duty in this Agreement or any other Agreement with you.

Upon the occurrence of any event of default you may, at your option, declare the entire unpaid balance of any or all Cardholders' Accounts authorized by me to be immediately due and payable, without notice to or demand upon me, which right to notice and demand I waive. You may also cancel any or all of Cardholders' Accounts immediately without notice to any Cardholder or me. Upon cancellation of the Accounts, all your obligations under this Agreement shall terminate.

If you extend credit to a Cardholder by posting any advance or Purchase to an Account prior to receiving written notice of a death or incapacity, such transaction shall be a valid and binding obligation of me, my estate, my successors, heirs and/or personal representatives as applicable.

You shall be entitled to all of your actual costs of collection, including court costs and reasonable attorney's fees allowed by law, if you refer a Cardholder's Account to an Attorney, not your salaried employee, for collection.

Security Interest

I acknowledge that upon the occurrence of any event of default, you have the right of set-off. This means that you can apply my deposits, or any other property of mine in your possession and/or described in the *Collateral* section above to pay the balance due on any or all of Cardholders' Accounts.

Termination of Account

You may, at your option and without liability to me or any Cardholder, terminate all or a part of the Account service available to me under this Agreement at any time and cancel the Cards and Checks issued to me by giving me written notice of termination. Should you terminate an Account, I am still required to pay the outstanding indebtedness in accordance with this Agreement. The Card, Checks and other credit access devices supplied to me or any Cardholder by First Commonwealth are the property of First Commonwealth and must be returned to you at your request. I will remain liable for all Purchases and Advances incurred on an Account by any Cardholder authorized by me. To terminate a Cardholder's Account I will send the Card(s) issued or that Account to you together with a written request, certified mail return receipt requested, asking you to terminate that Cardholder's Account to:

Card Services Department
P.O. Box 400
Indiana, PA 15701

However, I shall still be liable to you if that Account is used after your receipt of the notice as well as for Purchases and Advances incurred prior to your receipt of the notice.

Business Purpose

I affirm that this account will be used for business purposes.

Check Return

If you issued checks to me for use in connection with my Account, I agree that you need not return them to me and that, if I need evidence of any payment represented by a Check, a photocopy or similar reproduction you provide me with will be satisfactory for such purposes.

Documentation Change

To the extent permitted by law, if I request a duplicate Billing Statement or if I request a duplicate Check or other document, you may impose a charge determined by you. However, the documentation charge will not be imposed if my request is in connection with written Notice of Billing Error.

Assignment

My rights under this Agreement belong only to me. I cannot transfer or assign them to anyone else. You may assign any or all rights under this Agreement at any time without my consent. The person(s) to whom you assign this Agreement shall be affected by such assignment.

Changing This Agreement

You may make changes to this Agreement by sending me prior written notice of such change. Such change will become applicable to my Account in the manner specified in said notice, regardless of whether I use the Account after such notice is sent. Examples of such changes which may be so made by you are as follows: to change the Interest Rate Formula prescribed in this Agreement; to increase the Finance Charge (not in excess of any maximum lawful Finance Charge), to increase or otherwise change the Minimum Periodic Payment; to assess new charges or fees to the extent allowed by law; or to change the method of computing the balance upon which such charges may be imposed.

The above examples are merely illustrative and shall not be interpreted to prohibit you from making any other type of change.

Credit Information

You may, from time to time, obtain credit information about me, or any Cardholder on the Account from other persons. I authorize you to answer questions from others, such as other creditors and credit reporting agencies, about my credit history on this Account. I also authorize the exchange of financial information between First Commonwealth and any First Commonwealth correspondent or agent.

Severability

The invalidity of any provisions on this Agreement shall not affect the validity of any other provision.

Miscellaneous

Any Correspondent or agent of First Commonwealth may act as customer's agent in receiving payment on an account.

Lost or Stolen Cards and Checks

I agree to notify you as promptly as possible if any Card(s) or Check(s) are lost, stolen or used without my authorization, in writing or by telephone at the appropriate address or telephone number shown below, or orally at any community office of First Commonwealth. If a card is used by anyone who is not an authorized Cardholder, I will not be liable for more than \$50.00 on the Account unless you have issued me pursuant to this Agreement 10 (ten) or more cards, then my liability to you shall be unlimited. In all events, I will not be liable for unauthorized use of the Card after I notify you. The appropriate address and telephone numbers are:

Card Services Department
P.O. Box 400
Indiana, PA 15701
1-800-331-5262 (Pennsylvania Only)
1-724-349-3400 (Other)

Governing Law

Pennsylvania law governs this Agreement.

Delay in Enforcement

You can delay enforcing your rights under this Agreement without losing them.

Account Name

Please issue card(s) in the business name of: Morroni Brothers Florists Inc.

Date: 3-12-2004

Borrower(s)

Morroni Brothers Florists Inc.

BY: Russell J. Morroni
Russell J. Morroni, President

EXHIBIT "A"
To \$25,000.00 mortgage given to First Commonwealth Bank
By Morroni Brothers Florists Inc.

ALL those certain pieces, parcels or tracts of land situate in the Township of Gulich, County of Clearfield, Commonwealth of Pennsylvania bounded and described as follows:

PARCEL 1

TRACT 1

BEGINNING at a post South fifty-eight (58) degrees five minutes East two hundred ten (210) feet from a post on the Township Road leading to Ramey and continuing South fifty-eight degrees five minutes East two hundred (200) feet to a post; thence South thirty-one degrees fifty-five minutes West one hundred forty (140) feet to a post; thence North fifty-eight degrees five minutes West two hundred (200) feet to a post; thence North thirty-one degrees fifty-five minutes East one hundred forty (140) feet to the post at place of beginning.

TRACT 2

BEGINNING at a post two hundred and eleven (211) feet South fifty-eight (58) degrees, thirty-nine minutes East from a post on the public road leading to Janesville; thence in same course South fifty-eight degrees thirty-nine minutes East one hundred and ninety-nine (199) feet to a post; thence North thirty-one (31) degrees twenty one (21) minutes East fifty-three and one-half (53 1/2) feet to a post; thence North fifty-eight (58) degrees thirty nine (39) minutes West one hundred and ninety-nine (199) feet to a post; thence South thirty-one (31) degrees twenty-one (21) minutes West forty-three and one half feet to a post at place of beginning.

TRACT 3

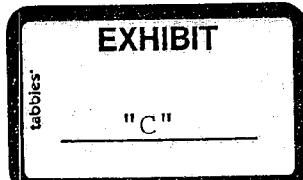
BEGINNING at a point on lands of grantor at the Northwest corner of lands heretofore granted to the grantees herein by the grantor herein, thence South 58 degrees 39 minutes East one hundred ninety-nine (199) feet to a point; thence North 31 degrees 21 minutes East fifty-three and one-half (53 1/2) feet to a point; thence North 58 degrees 39 minutes West one hundred ninety-nine (199) feet to a post; thence South 31 degrees 21 minutes West fifty-three and one-half (53 1/2) feet to a point and place of beginning.

TRACT 4

BEGINNING at a post forty (40) foot street running thence along street, Northeast one hundred (100) feet to a post at the lane of the grantees; thence running East along the land of the grantee, four hundred and thirty-five and six-tenths (435.6) feet to a post at land South one hundred (100) feet to a post at land of John Blacker, running thence along said land, West four hundred and thirty-five and six-tenths (435.6) feet to a post at the said forty (40) foot street or road at the place of beginning.

BEING the same premises conveyed by John Morroni and Bobbie Morroni, his wife and Paul Morroni and Filomena Morroni, his wife and Camille Morroni and Marie Morroni, his wife and Phyllis Morroni Nevling and William S. Nevling, her husband, to the mortgagor, Morroni Brothers Florists Inc., in deed dated July 18, 1958 and recorded on August 9, 1958 in Clearfield County Deed Book Volume 469, Page 43.

Being Uniform Parcel Identifier Numbers 118-K16-511-52 and 118-K16-511-56



PARCEL 2

ALL that certain piece, parcel or tract of land situate in the Township of Gulich, County of Clearfield, Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a point along the western side of Pennsylvania Highway Route No. 253 at the Southeastern side of other lands of the Grantees and thence in a Northwesterly direction along the line of said other lands of Grantees a distance of One Hundred sixty-seven (167) feet to a point; thence in a Southwesterly direction a distance of eighty-two (82) feet to a point on lands of Grantors of which the hereby conveyed parcel is a part; thence in a Southeasternly direction along other lands of Grantors, of which the hereby conveyed parcel of land is a part and in a line parallel with the aforementioned other lands of the Grantees a distance of Two hundred sixteen (216) feet to the western side of Pennsylvania Highway Route No. 253; thence along the line of said Pennsylvania Highway Route No. 253 in a Northerly direction to the point and place of beginning.

BEING the same premises conveyed by John Blacker, also known as John Blaha; Nancy Blacker, also known as Nancy Blaha, his wife; and Nicholas Blacker, also known as Nicholas Blaha, to the mortagor, Morroni Brothers, Florists, Inc., in deed dated August 2, 1965 and recorded on September 2, 1965 in Clearfield County Deed Book Volume 517, Page 83.

Being Uniform Parcel Identifier Numbers 118-K16-511-57

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Morroni Brothers Florists Inc.\Russell J. Morroni

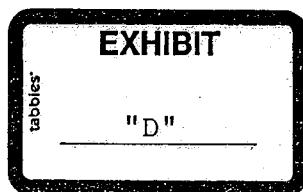
PROPERTY ADDRESS: 43 Simpson St., Smithmill, PA 16680

LOAN ACCT. NO.: 5473 3009 0300 1056

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 43 Simpson St., Smithmill, PA 16680

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: January 23, 2007 thru April 23, 2007 totaling \$822.00

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

TOTAL AMOUNT PAST DUE: \$822.00

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$822.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: First Commonwealth Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Carole Watkins

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Morroni Brothers florists Inc.
Russell J. Morroni
PO Box 158
Smithmill PA 16080

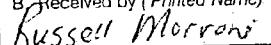
COMPLETE THIS SECTION ON DELIVERY

A. Signature

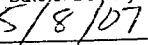


Agent
 Addressee

B. Received by (Printed Name)



C. Date of Delivery


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

3. Service Type

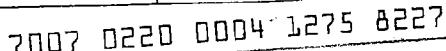
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Article Number

(Transfer from service label)



Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only. No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
Morrone J. at Smithmill PA 16080	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To: Morroni Brothers florists Inc. Street, Apt. No., or PO Box No. PO Box 158 City, State, Zip Smithmill PA 16080	
	

EXHIBIT



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Morrison Brothers florists Inc.
Russell Morrison
43 Simpson St
Smithmill PA 16680

COMPLETE THIS SECTION ON DELIVERY

A. Signature



Agent
 Addressee

B. Received by (Printed Name)

Russell Morrison

C. Date of Delivery

5/8/07

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7007 0220 0004 1275 8234

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only - No Insurance Coverage Provided)	
For delivery information online, our website at www.usps.com	
Morrison Brothers florists Inc.	
7007	Postage \$
0220	Certified Fee
0004	Return Receipt Fee (Endorsement Required)
1275	Restricted Delivery Fee (Endorsement Required)
8234	Total Postage & Fees \$
Sent To	
Morrison Brothers florists Inc.	
43 Simpson St	
Smithmill PA 16680	
© 2004 U.S. Postal Service	
See back for instructions	

CA

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

FIRST COMMONWEALTH BANK, : NO. 07-2015-C.D.
: :
Plaintiff : :
: :
vs. : :
: :
MORRONI BROTHERS FLORISTS, : :
INC. : :
: :
: :
Defendant : :

ORDER

AND NOW, this 5th day of March, 2008, upon consideration of Plaintiff's Motion to Compel Sheriff to File Return of Service, it is hereby ORDERED and DECREED that the Sheriff of Clearfield County, Pennsylvania, is hereby directed to complete and file Return(s) of Service of the foreclosure Complaint on Defendant MORRONI BROTHERS FLORISTS, INC. within 3 day(s) of the date of this Order.

BY THE COURT:


Fredric J. Ammerman, President Judge

019-4061 100
FEB 11 2008 Atty Mohney
William A. Shaw
Prothonotary/Clerk of Courts ICC Sheriff
(without memo)



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William A. Shaw
Prothonotary/Clerk of Courts

DATE: 31 Oct 2008

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103526
NO. 07-2015-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK
vs.
DEFENDANT: MORRONI BROTHERS FLORISTS INC.

SHERIFF RETURN

NOW, January 02, 2008 AT 2:37 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MORRONI BROTHERS FLORISTS INC. DEFENDANT AT 43 SIMPSON ST., SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARB MORRONI, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

01/02/2008
MAR 10th 2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	170906	10.00
SHERIFF HAWKINS	FIRST COMM.	170906	46.69

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

FIRST COMMONWEALTH BANK, : NO. 07 - 2015 - C.D.
: Plaintiff, : Type of Case:
: : MORTGAGE FORECLOSURE
: vs. : Type of Pleading: MOTION TO
: MORRONI BROTHERS FLORISTS, : DIRECT SHERIFF TO FILE RETURN
: INC., : OF SERVICE
: Defendant. : File on Behalf of: PLAINTIFF
: : Counsel of Record:
: : CHRISTOPHER E. MOHNEY,
: : ESQUIRE
: : SUPREME COURT NO.: 63494
: : 25 EAST PARK AVENUE, SUITE 6
: : DUBOIS, PA 15801
: : (814) 375-1044

NOCC
01245801
MAR 05 2006
B&L William A. Shaw
Prothonotary/Clerk of Court

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

FIRST COMMONWEALTH BANK,	:	NO. 07 - 2105 - C.D.
	:	
Plaintiff,	:	Type of Case:
	:	MORTGAGE FORECLOSURE
vs.	:	
	:	
MORRONI BROTHERS FLORISTS, INC.,	:	
	:	
Defendant.	:	

MOTION TO COMPEL SHERIFF TO FILE RETURN OF SERVICE

AND NOW, comes PLAINTIFF by its attorney, CHRISTOPHER E. MOHNEY,
ESQUIRE, and files the following Motion:

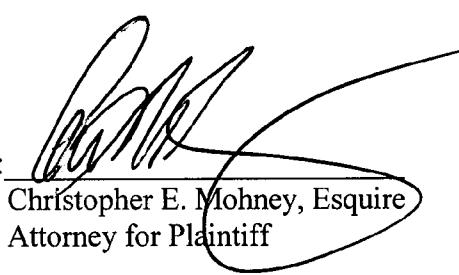
1. Plaintiff started this case on December 11, 2007 with the filing of a Complaint in Mortgage Foreclosure.
2. On December 11, 2007, the undersigned instructed the prothonotary to certify one (1) copy of the complaint and deliver it to the sheriff for service on the named defendants; the undersigned delivered advance funds for service at the time the complaint was filed.
3. The defendant was served on January 2, 2008.
4. Plaintiff has sent a 10 day Important Notice to the Defendant notifying it of the intent to file for default judgment.

5. The sheriff has yet to file a return of service, it being the undersigned's past experience that the sheriff's office is not able to process returns for months at a time.
6. Plaintiff is unable to prosecute its case until the sheriff return is filed, to the harm and prejudice of Plaintiff.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to immediately file the Return of Service of the Complaint with the Prothonotary.

BY:

Christopher E. Mohney, Esquire
Attorney for Plaintiff



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

FIRST COMMONWEALTH : NO. 07 - 2015 - C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: PRAECIPE
MORRONI BROTHERS : FOR DEFAULT JUDGMENT
FLORISTS INC., :
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

04/24/08 Paff pd. 20.00
04/24/08 Notice to Def.
APR 11 2008

William A. Shaw Statement to
Prothonotary/Clerk of Courts Atty Mohney
11/11/08

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

FIRST COMMONWEALTH : NO. 07 - 2015 - C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
MORRONI BROTHERS :
FLORISTS INC., :
DEFENDANT : :

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendant for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:

1.	Current Balance:	\$19,386.82
2.	Interest payoff:	\$
3.	Late Fees:	\$ _____
TOTAL:		\$19,386.82

The undersigned certifies that written notice of intention to file this Praeclipe for Default judgment in the form attached hereto was mailed to the Defendant by first class regular mail on March 7, 2008 as required by Pa. R.C.P. Rule 237.1.

BY:

Christopher E. Mohney, Esquire

NOW, this 11th day of April, 2008, damages are assessed in the amount of \$19,386.82.

William A. Shaw
William A. Shaw, Sr., Prothonotary

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

FIRST COMMONWEALTH : NO. 07 - 2015 - C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
MORRONI BROTHERS :
FLORISTS INC., :
DEFENDANT : :

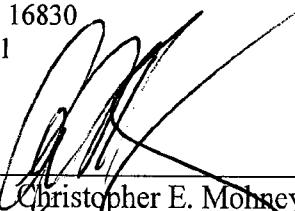
TO: MORRONI BROTHERS FLORISTS, INC.
43 Simpson Street
Smithmill, PA 16680

DATE OF NOTICE: MARCH 7, 2008

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

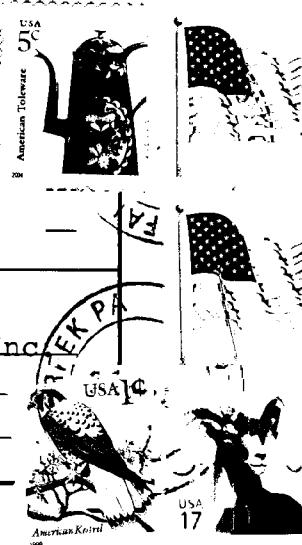
BY: 

Christopher E. Monney, Esquire
Attorney for Plaintiff
I.D. #63494

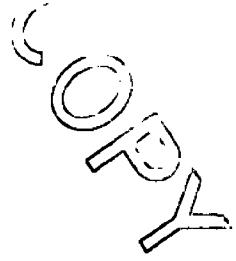
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:	CHRISTOPHER E. MOHNE 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
One piece of ordinary mail addressed to: <u>Morroni Brothers Florists, Inc.</u> <u>43 Simpson Street</u> <u>Smithmill, PA 16680</u>		

PS Form 3817, January 2001



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



FIRST COMMONWEALTH	:	NO. 07 - 2015 - C.D.
BANK,	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
MORRONI BROTHERS	:	
FLORISTS INC.,	:	
DEFENDANT	:	

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$19,386.82 on April 11, 2008.

WILLIAM A. SHAW, PROTHONOTARY

By: William A. Shaw, Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

First Commonwealth Bank
Plaintiff(s)

No.: 2007-02015-CD

Real Debt: \$19,386.82

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Morroni Brothers Florists, Inc. Entry: \$20.00
Defendant(s)

Instrument: Default Judgment

Date of Entry: April 11, 2008

Expires: April 11, 2013

Certified from the record this 11th day of April, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

FIRST COMMONWEALTH : NO. 07 - 2015 - C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: PRAECIPE
MORRONI BROTHERS : FOR WRIT OF EXECUTION
FLORISTS INC. :
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

111-100 Atty pd.
01/43/08 20.00
APR 11 2008
ICCS LowntS
William A. Shaw
Prothonotary/Clerk of Courts
to Sheriff
(GK)

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

FIRST COMMONWEALTH : NO. 07 - 2015 - C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
MORRONI BROTHERS :
FLORISTS INC., :
DEFENDANT : :

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendant in the above captioned matter; and
3. Index this Writ against the Defendant and as a Lis Pendens against real

property of the Defendant described on Schedule "A" attached hereto;

4. Amount due: \$19,386.82

5. Costs: \$_____

Total: \$_____

Prothonotary costs 125.00

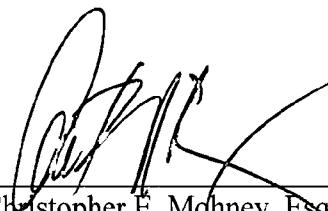
BY: 
Christopher E. Mohney, Esquire
Attorney for Plaintiff

EXHIBIT "A"
To \$25,000.00 mortgage given to First Commonwealth Bank
By Morroni Brothers Florists Inc.

ALL those certain pieces, parcels or tracts of land situate in the Township of Gulich, County of Clearfield, Commonwealth of Pennsylvania bounded and described as follows:

PARCEL 1

TRACT 1

BEGINNING at a post South fifty-eight (58) degrees five minutes East two hundred ten (210) feet from a post on the Township Road leading to Ramey and continuing South fifty-eight degrees five minutes East two hundred (200) feet to a post; thence South thirty-one degrees fifty-five minutes West one hundred forty (140) feet to a post; thence North fifty-eight degrees five minutes West two hundred (200) feet to a post; thence North thirty-one degrees fifty-five minutes East one hundred forty (140) feet to the post at place of beginning.

TRACT 2

BEGINNING at a post two hundred and eleven (211) feet South fifty-eight (58) degrees, thirty-nine minutes East from a post on the public road leading to Janesville; thence in same course South fifty-eight degrees thirty-nine minutes East one hundred and ninety-nine (199) feet to a post; thence North thirty-one (31) degrees twenty one (21) minutes East fifty-three and one-half (53 1/2) feet to a post; thence North fifty-eight (58) degrees thirty nine (39) minutes West one hundred and ninety-nine (199) feet to a post; thence South thirty-one (31) degrees twenty-one (21) minutes West forty-three and one half feet to a post at place of beginning.

TRACT 3

BEGINNING at a point on lands of grantor at the Northwest corner of lands heretofore granted to the grantees herein by the grantor herein, thence South 58 degrees 39 minutes East one hundred ninety-nine (199) feet to a point; thence North 31 degrees 21 minutes East fifty-three and one-half (53 1/2) feet to a point; thence North 58 degrees 39 minutes West one hundred ninety-nine (199) feet to a post; thence South 31 degrees 21 minutes West fifty-three and one-half (53 1/2) feet to a point and place of beginning.

TRACT 4

BEGINNING at a post forty (40) foot street running thence along street, Northeast one hundred (100) feet to a post at the lane of the grantees; thence running East along the land of the grantee, four hundred and thirty-five and six-tenths (435.6) feet to a post at land South one hundred (100) feet to a post at land of John Blacker, running thence along said land, West four hundred and thirty-five and six-tenths (435.6) feet to a post at the said forty (40) foot street or road at the place of beginning.

BEING the same premises conveyed by John Morroni and Bobbie Morroni, his wife and Paul Morroni and Filomena Morroni, his wife and Camille Morroni and Marie Morroni, his wife and Phyllis Morroni Nevling and William S. Nevling, her husband, to the mortgagor, Morroni Brothers Florists Inc., in deed dated July 18, 1958 and recorded on August 9, 1958 in Clearfield County Deed Book Volume 469, Page 43.

Being Uniform Parcel Identifier Numbers 118-K16-511-52 and 118-K16-511-56

SCHEDULE "A"

PARCEL 2

ALL that certain piece, parcel or tract of land situate in the Township of Gulich, County of Clearfield, Commonwealth of Pennsylvania bounded and described as follows:

BEGINNING at a point along the western side of Pennsylvania Highway Route No. 253 at the Southeastern side of other lands of the Grantees and thence in a Northwesterly direction along the line of said other lands of Grantees a distance of One Hundred sixty-seven (167) feet to a point; thence in a Southwesterly direction a distance of eighty-two (82) feet to a point on lands of Grantors of which the hereby conveyed parcel is a part; thence in a Southeasterly direction along other lands of Grantors, of which the hereby conveyed parcel of land is a part and in a line parallel with the aforementioned other lands of the Grantees a distance of Two hundred sixteen (216) feet to the western side of Pennsylvania Highway Route No. 253; thence along the line of said Pennsylvania Highway Route No. 253 in a Northerly direction to the point and place of beginning.

BEING the same premises conveyed by John Blacker, also known as John Blaha; Nancy Blacker, also known as Nancy Blaha, his wife; and Nicholas Blacker, also known as Nicholas Blaha, to the mortagor, Morroni Brothers, Florists, Inc., in deed dated August 2, 1965 and recorded on September 2, 1965 in Clearfield County Deed Book Volume 517, Page 83.

Being Uniform Parcel Identifier Numbers 118-K16-511-57

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

FIRST COMMONWEALTH : NO. 07 - 2015 - C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
MORRONI BROTHERS :
FLORISTS INC., :
DEFENDANT : :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

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 property described on Schedule A attached hereto.

Amount due: \$19,386.82

Costs: \$ _____

Total: \$ _____

Prothonotary costs 125.00

BY: 
William A. Shaw, Prothonotary

DATE: 4/11/08

EXHIBIT "A"
To \$25,000.00 mortgage given to First Commonwealth Bank
By Morroni Brothers Florists Inc.

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TRACT 4

BEGINNING at a post forty (40) foot street running thence along street, Northeast one hundred (100) feet to a post at the lane of the grantees; thence running East along the land of the grantee, four hundred and thirty-five and six-tenths (435.6) feet to a post at land South one hundred (100) feet to a post at land of John Blacker, running thence along said land, West four hundred and thirty-five and six-tenths (435.6) feet to a post at the said forty (40) foot street or road at the place of beginning.

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Being Uniform Parcel Identifier Numbers 118-K16-511-52 and 118-K16-511-56

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Being Uniform Parcel Identifier Numbers 118-K16-511-57

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

FIRST COMMONWEALTH : NO. 07 - 2015 - C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: AFFIDAVIT
: OF SERVICE PURSUANT TO PA.
: R.C.P. RULE 3129.2
MORRONI BROTHERS : FILED ON BEHALF OF: PLAINTIFF
FLORISTS INC., :
DEFENDANT : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

1116 BA
APR 24 2008
JSH
NOCC

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

FIRST COMMONWEALTH	:	NO. 07 - 2015 - C.D.
BANK,	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
MORRONI BROTHERS	:	
FLORISTS INC.,	:	
DEFENDANT	:	

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2

COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF CLEARFIELD	:

CHRISTOPHER E. MOHNEY, being duly sworn according to law, deposes and says that as attorney for Plaintiff **FIRST COMMONWEALTH BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on April 23, 2008.

TO: MORRONI BROTHERS FLORISTS, INC.
43 Simpson Street
Smithmill, PA 16680

FRED C. GLOEKNER & COMPANY, INC.
600 Mamaroneck Avenue
Harrison, NY 10528

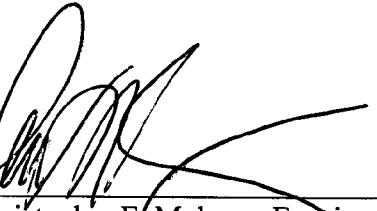
ROBERT A. NIX, ESQUIRE
Lee, Green & Reiter, P.C.
115 E. High Street
P. O. Box 179
Bellefonte, PA 16823

FIRST COMMONWEALTH BANK
2 E. Long Avenue
DuBois, PA 15801

JOHN MATIA,
TAX COLLECTOR
P.O. Box 277
Smithmill, PA 16680

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

BY: 
Christopher E. Mohney, Esquire

SWORN TO and SUBSCRIBED

*before me this 28th day of
April, 2008.*



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC SEAL
Nicole A. Fulkerson - Notary Public
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES FEB. 25, 2012

#46-2

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Morroni Brothers Florists Inc.
43 Simpson Street
Smithmill, PA 16680

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *James J. Morroni* Agent
 Addressee

B. Received by (Printed Name)

Morroni, J. Morroni C. Date of Delivery
4/24/03

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7004 0750 0000 8595 6424

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



4595 6424

Postage	\$.58
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38

Postmark
Here

7004

Scn To
Morroni Brothers Florists Inc.
Street, Apt. No.;
or PO Box No. 43 Simpson Street
City, State, ZIP+4
Smithmill, PA 16680

PS Form 9800

#46-2

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Christopher E. Mohney, Esquire
25 East Park Avenue, Suite 6
DuBois, PA 15801



One piece of ordinary mail addressed to:

Clearfield County Tax Claim Bureau
Clearfield County Courthouse

1 N. Second Street
Clearfield, PA 16830

PS Form 3817, January 2001

#462

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
 Christopher E. Mohney, Esquire
 25 East Park Avenue, Suite 6
 DuBois, PA 15801

One piece of ordinary mail addressed to:
Clearfield County Domestic Relations
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830



PS Form 3817, January 2001

#462

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
 Christopher E. Mohney, Esquire
 25 East Park Avenue, Suite 6
 DuBois, PA 15801

One piece of ordinary mail addressed to:
John Matia, Tax Collector
P.O. Box 277
Smithmill, PA 16680



PS Form 3817, January 2001

#462

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
 Christopher E. Mohney, Esquire
 25 East Park Avenue, Suite 6
 DuBois, PA 15801

One piece of ordinary mail addressed to:
First Commonwealth Bank
2 E. Long Avenue
DuBois, PA 15801



PS Form 3817, January 2001

#462

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:	CHRISTOPHER E. MOHNEY 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
One piece of ordinary mail addressed to: Robert A. Nix, Esquire Lee, Green & Reiber, P.C. 115 E. High Street, PO Box 179 Bellefonte, PA 16823		



PS Form 3817, January 2001

#462

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:	CHRISTOPHER E. MOHNEY 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
One piece of ordinary mail addressed to: Fred C. Gloekner & Company, Inc. 600 Mamaroneck Avenue Harrison, NY 10528		



PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20760
NO: 07-2015-CD

PLAINTIFF: FIRST COMMONWEALTH BANK
vs.
DEFENDANT: MORRONI BROTHERS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/11/2008

LEVY TAKEN 5/13/2008 @ 2:03 PM

POSTED 5/13/2008 @ 2:03 PM

SALE HELD 7/11/2008

SOLD TO FIRST COMMONWEALTH BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 8/12/2008

DATE DEED FILED 8/12/2008

PROPERTY ADDRESS 43 SIMPSON STREET SMITHMILL , PA 16680

01/11/08
AUG 12 2008
2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

5/14/2008 @ 6:28 PM SERVED MORRONI BROTHERS FLORISTS, INC.

SERVED MORRONI BROTHERS FLORISTS, INC., DEFENDANT, BY HANDING TO RUSS MORRONI, OWNER OF MORRONI BROTHERS FLORISTS, INC., AT 43 SIMPSON STREET, SMITHMILL, PENNSYLVANIA

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 # 20760
NO: 07-2015-CD

PLAINTIFF: FIRST COMMONWEALTH BANK
vs.
DEFENDANT: MORRONI BROTHERS

Execution REAL ESTATE

SHERIFF RETURN

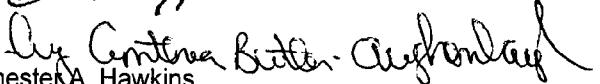
SHERIFF HAWKINS \$300.76

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2008

So Answers,


By 
Chester A. Hawkins
Sheriff

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

FIRST COMMONWEALTH : NO. 07 - 2015 - C.D.
BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
MORRONI BROTHERS :
FLORISTS INC., :
DEFENDANT :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

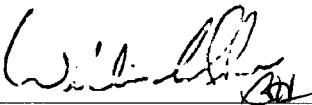
To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$19,386.82

Costs: \$ _____

Total: \$ _____

Prothonotary costs 125.00

BY: 
William A. Shaw, Prothonotary

DATE: 4/11/08

Received this writ this 11th day
of April 2008 A.D.
At 3:00 A.M./P.M.

Charles A. Haileis
Sheriff by Cynthia Burch-Angelical

EXHIBIT "A"
To \$25,000.00 mortgage given to First Commonwealth Bank
By Morroni Brothers Florists Inc.

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BEGINNING at a point on lands of grantor at the Northwest corner of lands heretofore granted to the grantees herein by the grantor herein, thence South 58 degrees 39 minutes East one hundred ninety-nine (199) feet to a point; thence North 31 degrees 21 minutes East fifty-three and one-half (53 1/2) feet to a point; thence North 58 degrees 39 minutes West one hundred ninety-nine (199) feet to a post; thence South 31 degrees 21 minutes West fifty-three and one-half (53 1/2) feet to a point and place of beginning.

TRACT 4

BEGINNING at a post forty (40) foot street running thence along street, Northeast one hundred (100) feet to a post at the lane of the grantees; thence running East along the land of the grantee, four hundred and thirty-five and six-tenths (435.6) feet to a post at land South one hundred (100) feet to a post at land of John Blacker, running thence along said land, West four hundred and thirty-five and six-tenths (435.6) feet to a post at the said forty (40) foot street or road at the place of beginning.

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Being Uniform Parcel Identifier Numbers 118-K16-511-52 and 118-K16-511-56

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Being Uniform Parcel Identifier Numbers 118-K16-511-57

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MORRONI BROTHERS FLORISTS, INC.

NO. 07-2015-CD

NOW, August 11, 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 July 11, 2008, I exposed the within described real estate of Morroni Brothers to public venue or outcry at which time and place I sold the same to CHRISTOPHER E. MOHNEY, ESQ. 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	28.28
LEVY	15.00
MILEAGE	28.28
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	28.28
ADD'L LEVY	15.00
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$300.76

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	19,386.82
INTEREST @ %	0.00
FROM TO 07/11/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$19,406.82

COSTS:

ADVERTISING	731.14
TAXES - COLLECTOR	548.02
TAXES - TAX CLAIM	5,945.25
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	300.76
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	1,050.00
TOTAL COSTS	\$9,037.67

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