

08/274-CD

Deposit Bank vs Laurie Peterson et al

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274-C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
MORTGAGE FORECLOSURE
COMPLAINT

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

April 11, 2008 Document 140
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

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William A. Shaw 2 CC ATTY
Prothonotary/Clerk of Courts

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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

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DEFENDANTS

NO. 2008 C.D.

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COMPLAINT

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

1. Plaintiff **DEPOSIT BANK, now known as FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. On October 30, 1995, **PRISCILLA A. TONEY** executed and delivered to Plaintiff a Mortgage and Note upon the premises hereinafter described, which Mortgage was recorded on November 13, 1995 in Clearfield County Deed and Record Book

Volume 1717, page 180. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B", respectively, and are incorporated herein by reference.

3. **PRISCILLA A. TONEY** is deceased, and no estate has been opened (although an Inheritance Tax Return has been filed).

4. Defendant **LAURIE ANN PETERSON** is an adult individual with a last known address of 164 Third Street, Falls Creek, Pennsylvania 15840, and is believed, and therefore averred, to be the daughter of Priscilla A. Toney.

5. Defendant **GERILYN R. SCALF** is an adult individual with a last known address of 607 Catalpa Street, Seymore, Tennessee 37865-5611, and is believed, and therefore averred, to be the daughter of Priscilla A. Toney.

6. Defendant **DANIEL R. TONEY** is an adult individual with a last known address of 1438 Treasure Lake, DuBois, Pennsylvania 15801, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

7. Defendant **DAVID J. TONEY** is an adult individual with a last known address of 205 Walter Road, Grampian, Pennsylvania 16838, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

8. Defendant **JOHN J. TONEY** is an adult individual with a last known address of Cardinal Drive, DuBois, Pennsylvania 15801, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

9. Defendant **MICHAEL L. TONEY** is an adult individual with a last known address of Parrish Road, Mahaffey, Pennsylvania 15757, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

10. All of the aforementioned named defendants are believed, and therefore averred, to be all of the children, and thus intestate heirs of Priscilla A. Toney.

11. Defendant **THE UNITED STATES OF AMERICA** is named as a party defendant in this action pursuant to 28 U.S.C.A. § 2410 at the result of a lien filed by the Department of the Treasury, Internal Revenue Service office located at Pittsburgh, Pennsylvania, against defendant Floyd D. Howell, et al, partners of Towne House Enterprises, in the Prothonotary's office of the Court of Common Pleas of Elk County, Ridgway, Pennsylvania to No. 83-498, filed on September 19, 1983, in the amount of \$2,358.03, and against defendant Floyd D. Howell in the Prothonotary's office of the Court of Common Pleas of Elk County, Ridgway, Pennsylvania to No. 06-903, filed on November 3, 2006, in the amount of \$158,876.28, Copy of said Notices of Federal Tax Lien are attached hereto, made a part hereof and incorporated herein as Exhibit "A".

12. The lien of the defendant The United States of America, is junior to the lien of the Plaintiff on the real property which is the subject of this action.

13. Pursuant to 28 U.S.C.A. § 2410, defendant The United States of America, as a party to this action, may be served process by certified mail to the Attorney General of the United States, Room 5111, Main Justice Building, Tenth Constitution Avenue NW, Washington, D.C. 20530, and by serving process of the Court with a copy on the United States Attorney for the District for which the action is brought, namely, Mary Beth Buchanon, United States Attorney General for the Western District of Pennsylvania, 633 United States Post Office and Courthouse, Pittsburgh, Pennsylvania 15219.

14. Defendants are the mortgagors and real owners of the premises hereinafter described.

15. Said mortgage has not been assigned.

16. The said Mortgage and Note were in the principal amount of Fifty Two Thousand Dollars (\$52,000.00), with interest thereon at 9.250% per annum, payable as to the principal and interest in equal monthly installments of Four Hundred Seventy-Six Dollars and Twenty-Five Cents (\$476.25) each, commencing December 1, 1995. Said Mortgage and Note are incorporated herein by reference.

17. The premises subject to the Mortgage is the property located at Section 1, Lots 209 and 210, Treasure Lake, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

18. The Mortgage is in default because payments of principal and interest due January 1, 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.

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

Balance of Principal:	\$34,850.96
Accrued but unpaid interest through 1/22/08 at 9.250% per annum (\$8.83 per diem):	\$ 3,682.99
Escrow overdraft:	\$ 650.42
Late charges on overdue amount as of 1/22/08:	\$ 371.54
Satisfaction fee:	<u>\$ 50.00</u>
TOTAL:	\$39,605.91

PLUS, the following amounts accruing after 1/22/08:

Interest at the rate of 9.250% per annum (\$8.83 per diem);

Late Charges from 1/22/08 forward; any escrow deficits; reasonable attorneys fees and costs.

20. 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 Mortgagor's last known address on or about March 5, 2007, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 19, namely, the principal balance amount of \$39,605.91, plus the following amounts accruing after January 22, 2008, to the date of judgment:

- a) Interest of \$8.83 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: 

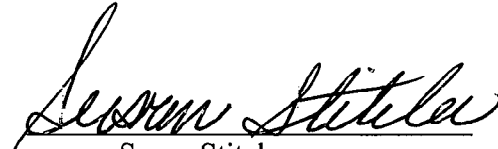
Christopher E. Mohnhey, Esquire
Attorney for the Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

VERIFICATION

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

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK


Susan Stiteler

RECORDATION REQUESTED BY:

Deposit Bank
Shaffer Road
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
Shaffer Road
DuBois, PA 15801

SEND TAX NOTICES TO:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 10/30/95. The mortgagor is PRISCILLA A TONEY ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is Shaffer Road, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Fifty Two Thousand & 00/100 Dollars (U.S. \$52,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

which has the address of SECT 1 LOT 209 & 210 TREASURE LAKE, DUBOIS, Pennsylvania 15801 ("Property Address");

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

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

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

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

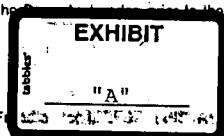
1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender shall apply any Funds held by



Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in foreclosure of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes foreclosure of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Loan No

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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

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

Witnesses:

Margaret J. Thompson

Priscilla A. Toney (Seal)
PRISCILLA A. TONEY-Borrower

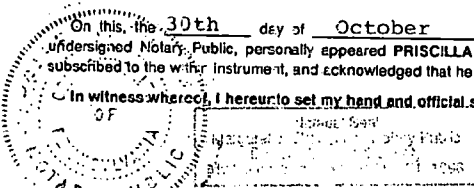
INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

On this, the 30th day of October, 19 95, before me Margaret J. Thompson, the undersigned Notary Public, personally appeared PRISCILLA A TONEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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



Margaret J. Thompson
Notary Public in and for the State of Pennsylvania

*Fixed Rate, Installment

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.2 (c) 1995 CFI ProServices, Inc. All rights reserved. (PA-G203 1717.LNR12.OVL)

ALL that certain tract of land designated as Section 1 "Barbados", Lot 209 and 210 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

CLEARFIELD COUNTY
 RECORDER OF RECORD
 TIME 9:26 AM 11-13-95
 BY Dan King
 FEES 15.52
 Karen L. Starck, Recorder

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



[Handwritten signature]
 Karen L. Starck
 Recorder

Exhibit "A"

RECORDED BY REC'D Nov 13 1995 9:26 AM Karen L. Starck, Recorder

NOTE

DuBois, Pennsylvania

10/30/95

SECT 1 LOT 209 & 210 TREASURE LAKE, DUBOIS, Pennsylvania, 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$52,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.250%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, Shaffer Road, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$476.25.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

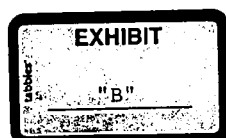
Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Priscilla A. Toney (Seal)
PRISCILLA A TONEY-Borrower
Social Security Number - 364-28-8693

(Seal)
-Borrower
Social Security Number - _____

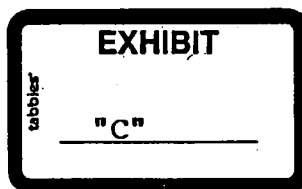
(Seal)
-Borrower
Social Security Number - _____

[Sign Original Only]

ALL that certain tract of land designated as Section 1 "Barbados", Lot 209 and 210 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.



Date: March 5, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Estate of Priscilla A. Toney

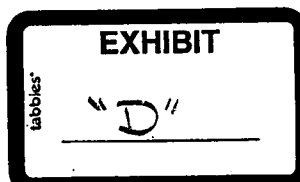
PROPERTY ADDRESS: Sect. 1 Lot 209 & 210, Treasure Lake, Dubois, PA 15801

LOAN ACCT. NO.: 0421200564

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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



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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: Sect. 1 Lot 209 & 210, Treasure Lake, Dubois, PA 15801

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 1, 2007 thru March 1, 2007 totaling \$1,824.63

Other charges (explain/itemize): Late fees of \$57.16

TOTAL AMOUNT PAST DUE: \$1,881.79

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 \$1,881.79, 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: Teri Pavlosky

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:

Estate of Priscilla A. Toney
Sect 1 Lot 209 & 210
Treasure Lake
Dubois PA 15801

2. Article Number

(Transfer from service label)

7004 2510 0006 2210 8659

PS Form 3811, February 2004

Domestic Return Receipt

102395-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Melanie Toney

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Melanie Toney

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7004 2510 0006 2210 8659

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Toney, Mel Nicole Able, FPLS E

Postage

\$ 63

Certified Fee

240

Return Receipt Fee
(Endorsement Required)

185

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 488

Postmark
Here

Sent To

Estate of Priscilla A. Toney

Street, Apt. No.,
or PO Box No.

Sect. 1 Lot 209 & 210

City, State

Treasure Lake Dubois PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

EXHIBIT

tabbies

"E"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Estate of Priscilla A. Toney
PO Box 336
Dubois PA 15801

2. Article Number:

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Melanie Toney*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

MELANIE TONEY

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7004 2510 0006 2210 8666

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Toney, Estate of Priscilla A. Toney

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

Postmark Here

Sent To: *Estate of Priscilla A. Toney*
Street, Apt. No., or P.O. Box No.: *PO Box 336*
City, State, ZIP+4: *Dubois PA 15801*

PS Form 3800, June 2002

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. C8-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
FRAECIPE TO REINSTATE
COMPLAINT

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY,
ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE,
SUITE 6
DUEOIS, PA 15801
(814) 375-1044

FILED

0/10:30 am

APR 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

pd \$7.00 Atty
Complaint
1 reinstated to
Atty
3 reinstated
Complaints to
Shff

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

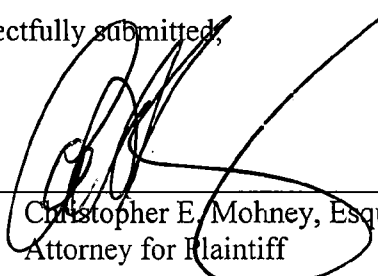
PRAECIPE TO REINSTATE COMPLAINT

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Pa. R.C.P. No. 401(b)(1), please reinstate the Complaint in the above-captioned matter.

Respectfully submitted,

BY:


Christopher E. Mohney, Esquire
Attorney for Plaintiff

Supreme Court No. 63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

02:31 PM GK

MAY 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DECL. ATTY
MOHNEY

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

Plaintiff,

v.

No. 08-274 C.D.

LAURIE ANN PETERSON, GERILYN R.
SCALF, DANIEL R. TONEY, DAVID J.
TONEY, JOHN J. TONEY and MICHAEL
L. TONEY, heirs of PRISCILLA A.
TONEY, Deceased and
THE UNITED STATES OF AMERICA,

Defendants.

CONSENT JUDGMENT

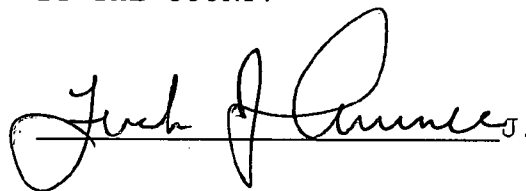
AND NOW, to wit, this 21 day of MAY,
2008, it appearing that counsel for plaintiff and counsel for
defendant, United States of America, have consented to the entry
of the within Order on behalf of their respective clients, it is
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered
in favor of the plaintiff and against the United States of
America for foreclosure of the mortgage of plaintiff in the
within cause and for sale of the mortgaged property of
defendant(s) LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R.
TONEY, DAVID J. TONEY, JOHN J. TONEY and MICHAEL L. TONEY, heirs
of PRISCILLA A. TONEY, Deceased.

It is further ORDERED, ADJUDGED and DECREED that defendant,
United States of America, shall be notified by plaintiff of the
date, time and place scheduled for any sheriff's sale of the real
property of the aforesaid defendant(s); that the United States of

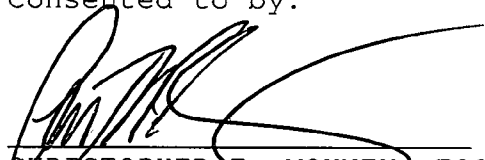
America shall be entitled to payment from the proceeds of the sheriff's sale to the extent its proper priority would entitle it to the same; and that the United States of America shall be entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.


BY THE COURT:

A handwritten signature in cursive script, appearing to read "Judge J. Amner", written over a horizontal line.

Consented to by:

A handwritten signature in cursive script, appearing to read "Christopher E. Mohnsey", written over a horizontal line.

CHRISTOPHER E. MOHNEY, ESQ.
Counsel for Plaintiff

A handwritten signature in cursive script, appearing to read "Michael C. Colville", written over a horizontal line.

MICHAEL C. COLVILLE
Assistant U.S. Attorney
Counsel for Defendant
United States of America

DATE: 5-21-08

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

MAY 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

FILED

MAY 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

Plaintiff,

vs.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

Defendants.

: NO. 08 - 274 - C.D.

: Type of Case:

: MORTGAGE FORECLOSURE 2 chrt to ATT

: Type of Pleading: MOTION TO
: DIRECT SHERIFF TO FILE RETURN
: OF SERVICE

: 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

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

Plaintiff,

vs.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

Defendants.

: NO. 08 - 274 - C.D.
:
: Type of Case:
: MORTGAGE FORECLOSURE
:
:
:

MOTION TO COMPEL SHERIFF TO FILE RETURN OF SERVICE

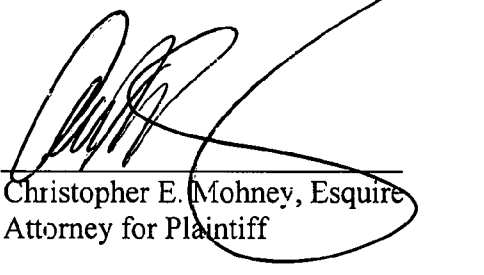
AND NOW, comes PLAINTIFF by its attorney, CHRISTOPHER E. MOHNEY,
ESQUIRE, and files the following Motion:

1. Plaintiff started this case on February 19, 2008 with the filing of a Complaint in Mortgage Foreclosure.
2. On February 19, 2008, the undersigned instructed the prothonotary to certify necessary provided copies of the complaint and deliver them to the sheriff for service on the named defendants; the undersigned delivered appropriate advance funds to the sheriff for service at the time the complaint was filed.
3. All defendants living in the Commonwealth of Pennsylvania were served in March, April or May of 2008.

4. As of May 19, 2008, the sheriff has yet to file returns of service.
5. Plaintiff is unable to prosecute its case until the sheriff returns are 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 Returns of Service of the Complaint with the Prothonotary.

BY:



Christopher E. Mohnhey, Esquire
Attorney for Plaintiff

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

Plaintiff

vs.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY,
DAVID J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA

Defendants

NO. 08-274-C.D.

FILED

02:25 PM GK
MAY 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

2 CC. ADY. MOHNEY
1 CC. SHERIFF

CC

ORDER

AND NOW, this 21 day of May, 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 for service of the Complaint within 7 days of the
date of this Order.

FJA

BY THE COURT:


Fred


udge

DATE: 5-21-08

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

MAY 21 2008

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

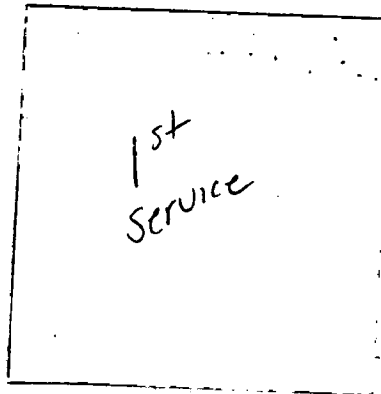
DOCKET # 103779
NO: 08-274-CD
SERVICE # 1 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK
vs.
DEFENDANT: LAURIE ANN PETERSON al

SHERIFF RETURN

NOW, February 25, 2008, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURIE ANN PETERSON.

NOW, February 28, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURIE ANN PETERSON, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".



FILED 
013:1467
MAY 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 6 Services

Sheriff Docket # **103779**

DEPOSIT BANK now FIRST COMMONWEALTH BANK

Case # 08-274-CD

vs.

LAURIE ANN PETERSON al

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW May 22, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO DANIEL R. TONEY, DEFENDANT. ATTEMPTED, NOT HOME

PATTY TONEY CALLED AND REQUESTED WE CALL HER TO SET UP SERVICE ON DANIEL TONEY. 371-0737

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103779
NO: 08-274-CD
SERVICE # 3 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: LAURIE ANN PETERSON al

SHERIFF RETURN

NOW, March 04, 2008 AT 9:47 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID J. TONEY DEFENDANT AT 205 WALTER ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PATTY TONEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103779
NO: 08-274-CD
SERVICE # 4 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: LAURIE ANN PETERSON al

SHERIFF RETURN

NOW, March 12, 2008 AT 11:38 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN J. TONEY DEFENDANT AT CARDINAL DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN J. TONEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103779
NO: 08-274-CD
SERVICE # 5 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK
vs.
DEFENDANT: LAURIE ANN PETERSON al

SHERIFF RETURN

NOW, March 04, 2008 AT 10:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
MICHAEL L. TONEY DEFENDANT AT 837 PARRISH ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA,
BY HANDING TO SUSAN TONEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 6 of 6 Services

Sheriff Docket # **103779**

DEPOSIT BANK now FIRST COMMONWEALTH BANK

Case # 08-274-CD

vs.

LAURIE ANN PETERSON al

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW May 22, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO THE UNITED STATES OF AMERICA, DEFENDANT. ALLEGHENY CO. RETURNED FOR CORRECT FEES

SERVED BY: ALLEGHENY /

1 defendant

\$ 75.00

Thanks

Yolanda

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

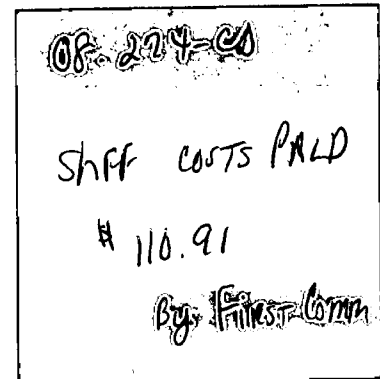
DOCKET # 103779
NO: 08-274-CD
SERVICES 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK
vs.
DEFENDANT: LAURIE ANN PETERSON al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	173129	60.00
SHERIFF HAWKINS	FIRST COMM.	173129	40.00
SHERIFF HAWKINS			110.91
JEFFERSON CO.	FIRST COMM.	173130	32.16
ALLEGHENY CO.	FIRST COMM.	173127	0.00



Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

A handwritten signature in cursive script, appearing to read "Chester A. Hawkins".

Chester A. Hawkins
Sheriff

No. 08-274 C.D.

Now, February 28, 2008 I return the Notice and Complaint in Mortgage Foreclosure for LAURIE ANN PETERSON, Defendant, to the Clearfield County Sheriff's Office marked "not found; defendant has moved and left no forwarding address".

Advance Costs Received:	\$125.00	
My Costs:	30.16	Paid
Prothy:	2.00	
Total Costs:	32.16	
REFUNDED:	\$ 92.84	

Sworn and subscribed

to before me this

day of

By

4th
March 08
Angela J. Best

So Answers,

Carl G. Gotwald Sr.

SHERIFF
JEFFERSON COUNTY, PENNSYLVANIA

My Commission Expires the
1st Monday, January 2010

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: Deposit Bank

VS.

DEFT.: Laurie Ann Peterson et al

DEFT.: The United States of America

DEFT.: Mary Beth Buchanan US Atty for West Dist

GARNISHEE: 633 U.S. Post Office Courthouse

ADDRESS: Pittsburgh PA 15219

CASE#: 08-274-LD

EXPIRES: 3/20/08

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL OR SCI FA

☐ INTERROGATORIES

☐ EXECUTION • LEVY OR GARNISHEE

☐ OTHER _____

MUNICIPALITY OR CITY WARD: _____

ATTY: Christopher E. Mohney

DATE: _____ 20 _____

ADDRESS: Debut PA

ATTY'S PHONE: 814-375-1044

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: Feb 25 20 08 I, SHERIFF OF Allegheny County, PA do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the _____ day of _____, 20 _____, at _____ o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

☐ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/other person authorized to accept deliveries of United States Mail _____

☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other _____

☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, levy was made in the case of _____
Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____ / _____ / _____

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Affirmed and subscribed before me

this _____ day of _____ 20 _____

PETER R. DEFAZIO, Sheriff

BY: _____ (DEPUTY)

DISTRICT: _____

Notary

White Copy - Sheriff

Pink Copy - Attorney

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: Deposit Bank

VS.

DEFT: Laurie Ann Peterson et al

DEFT: The United States of America

DEFT: Mary Beth Buchanan US Atty For West Dist

GARNISHEE: 633 U.S. Post Office Courthouse

ADDRESS: Pittsburgh PA 15219

CASE#: 08-274-LD

EXPIRES: 3/20/08

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL OR SCI FA

☐ INTERROGATORIES

☐ EXECUTION • LEVY OR GARNISHEE

☐ OTHER _____

MUNICIPALITY OR CITY WARD: _____

ATTY: Christopher E. Mahoney

DATE: _____ 20 _____

ADDRESS: Pittsburgh PA

ATTY'S PHONE: 814-375-1044

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: Feb 25 20 08 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of Allegheny County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the _____ day of _____, 20 _____, at _____ o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

☐ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/other person authorized to accept deliveries of United States Mail _____

☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other _____

☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, _____, levy was made in the case of _____
Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____
Additional Costs Due \$ _____, This is

placed on writ when returned to Prothonotary. Please check before satisfying case.

Affirmed and subscribed before me

this _____ day of _____ 20 _____

PETER R. DEFAZIO, Sheriff

BY: _____ (DEPUTY)

DISTRICT: _____

Notary

White Copy - Sheriff

Pink Copy - Attorney



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103779

DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

LAURIE ANN PETERSON al

TERM & NO. 08-274-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 03/20/08
COURT DATE:

MAKE REFUND PAYABLE TO FIRST COMMONWEALTH BANK

SERVE: THE UNITED STATES OF AMERICA

ADDRESS: MARY BETH BUCHANON, US ATTY.FOR WESTERN DIST., 633 U.S. POST OFFICE & COURTHOUSE,
PITTSBURGH, PA 15219

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, February 23, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274 -C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
MORTGAGE FORECLOSURE
COMPLAINT

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

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

FEB 19 2008

Attest.



William A. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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NO. 2008 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR 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

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DEPOSIT BANK, now FIRST
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PLAINTIFF

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THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 2008 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK, now known as FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. On October 30, 1995, **PRISCILLA A. TONEY** executed and delivered to Plaintiff a Mortgage and Note upon the premises hereinafter described, which Mortgage was recorded on November 13, 1995 in Clearfield County Deed and Record Book

Volume 1717, page 180. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B", respectively, and are incorporated herein by reference.

3. **PRISCILLA A. TONEY** is deceased, and no estate has been opened (although an Inheritance Tax Return has been filed).

4. Defendant **LAURIE ANN PETERSON** is an adult individual with a last known address of 164 Third Street, Falls Creek, Pennsylvania 15840, and is believed, and therefore averred, to be the daughter of Priscilla A. Toney.

5. Defendant **GERILYN R. SCALF** is an adult individual with a last known address of 607 Catalpa Street, Seymore, Tennessee 37865-5611, and is believed, and therefore averred, to be the daughter of Priscilla A. Toney.

6. Defendant **DANIEL R. TONEY** is an adult individual with a last known address of 1438 Treasure Lake, DuBois, Pennsylvania 15801, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

7. Defendant **DAVID J. TONEY** is an adult individual with a last known address of 205 Walter Road, Grampian, Pennsylvania 16838, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

8. Defendant **JOHN J. TONEY** is an adult individual with a last known address of Cardinal Drive, DuBois, Pennsylvania 15801, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

9. Defendant **MICHAEL L. TONEY** is an adult individual with a last known address of Parrish Road, Mahaffey, Pennsylvania 15757, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

10. All of the aforementioned named defendants are believed, and therefore averred, to be all of the children, and thus intestate heirs of Priscilla A. Toney.

11. Defendant **THE UNITED STATES OF AMERICA** is named as a party defendant in this action pursuant to 28 U.S.C.A. § 2410 at the result of a lien filed by the Department of the Treasury, Internal Revenue Service office located at Pittsburgh, Pennsylvania, against defendant Floyd D. Howell, et al, partners of Towne House Enterprises, in the Prothonotary's office of the Court of Common Pleas of Elk County, Ridgway, Pennsylvania to No. 83-498, filed on September 19, 1983, in the amount of \$2,358.03, and against defendant Floyd D. Howell in the Prothonotary's office of the Court of Common Pleas of Elk County, Ridgway, Pennsylvania to No. 06-903, filed on November 3, 2006, in the amount of \$158,876.28. Copy of said Notices of Federal Tax Lien are attached hereto, made a part hereof and incorporated herein as Exhibit "A".

12. The lien of the defendant The United States of America, is junior to the lien of the Plaintiff on the real property which is the subject of this action.

13. Pursuant to 28 U.S.C.A. § 2410, defendant The United States of America, as a party to this action, may be served process by certified mail to the Attorney General of the United States, Room 5111, Main Justice Building, Tenth Constitution Avenue NW, Washington, D.C. 20530, and by serving process of the Court with a copy on the United States Attorney for the District for which the action is brought, namely, Mary Beth Buchanan, United States Attorney General for the Western District of Pennsylvania, 633 United States Post Office and Courthouse, Pittsburgh, Pennsylvania 15219.

14. Defendants are the mortgagors and real owners of the premises hereinafter described.

15. Said mortgage has not been assigned.

16. The said Mortgage and Note were in the principal amount of Fifty Two Thousand Dollars (\$52,000.00), with interest thereon at 9.250% per annum, payable as to the principal and interest in equal monthly installments of Four Hundred Seventy-Six Dollars and Twenty-Five Cents (\$476.25) each, commencing December 1, 1995. Said Mortgage and Note are incorporated herein by reference.

17. The premises subject to the Mortgage is the property located at Section 1, Lots 209 and 210, Treasure Lake, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

18. The Mortgage is in default because payments of principal and interest due January 1, 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.

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

Balance of Principal:	\$34,850.96
Accrued but unpaid interest through 1/22/08 at 9.250% per annum (\$8.83 per diem):	\$ 3,682.99
Escrow overdraft:	\$ 650.42
Late charges on overdue amount as of 1/22/08:	\$ 371.54
Satisfaction fee:	<u>\$ 50.00</u>
TOTAL:	\$39,605.91

PLUS, the following amounts accruing after 1/22/08:

Interest at the rate of 9.250% per annum (\$8.83 per diem);

Late Charges from 1/22/08 forward; any escrow deficits; reasonable attorneys fees and costs.

20. 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 Mortgagor's last known address on or about March 5, 2007, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 19, namely, the principal balance amount of \$39,605.91, plus the following amounts accruing after January 22, 2008, to the date of judgment:

- a) Interest of \$8.83 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: 

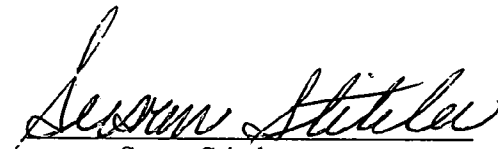
Christopher E. Mohnhey, Esquire
Attorney for the Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

VERIFICATION

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

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK


Susan Stiteler

RECORDATION REQUESTED BY:

Deposit Bank
Shaffer Road
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
Shaffer Road
DuBois, PA 15801

SEND TAX NOTICES TO:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 10/30/95. The mortgagor is PRISCILLA A TONEY ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is Shaffer Road, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Fifty Two Thousand & 00/100 Dollars (U.S. \$52,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

which has the address of SECT 1 LOT 209 & 210 TREASURE LAKE, DUBOIS, Pennsylvania 15801 ("Property Address");

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

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

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

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

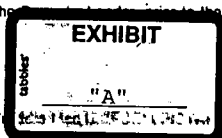
1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender shall apply to the acquisition or sale of the Property, shall apply any Funds held by



Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in foreclosure of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes foreclosure of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Loan No

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

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

Witnesses:

Margaret J. Thompson

Priscilla A. Toney (Seal)
PRISCILLA A. TONEY-Borrower

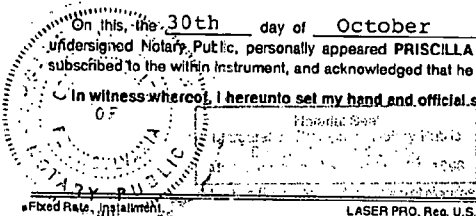
INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) ss
COUNTY OF CLEARFIELD)

On this, the 30th day of October, 19 95, before me Margaret J. Thompson, the undersigned Notary Public, personally appeared PRISCILLA A TONEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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

Margaret J. Thompson
Notary Public in and for the State of Pennsylvania



ALL that certain tract of land designated as Section 1 "Barbados", Lot 209 and 210 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

CLEARFIELD COU BY
 ENTERED OF RECORD
 TIME 9:26 AM 11-13-95
 BY Daniel King
 FEES 15.52
 Karen L. Starck, Recorder

Traverse CERTIFICATE has this document
 is recorded in the Recorder's Office of
 Clearfield County, Pennsylvania.



[Handwritten signature]
 Karen L. Starck
 Recorder

Exhibit "A"

NOTE

10/30/95

DuBois, Pennsylvania

SECT 1 LOT 209 & 210 TREASURE LAKE, DUBOIS, Pennsylvania, 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$52,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.250%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, Shaffer Road, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$476.25.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

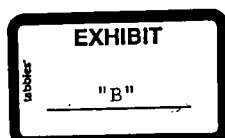
Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PRISCILLA A. TONEY (Seal)
PRISCILLA A TONEY-Borrower
Social Security Number - 364-28-8693

(Seal)
-Borrower
Social Security Number - _____

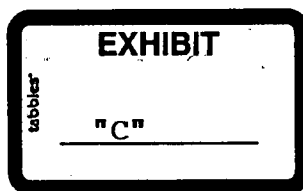
(Seal)
-Borrower
Social Security Number - _____

[Sign Original Only]

ALL that certain tract of land designated as Section 1 "Barbados", Lot 209 and 210 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.



Date: March 5, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Estate of Priscilla A. Toney

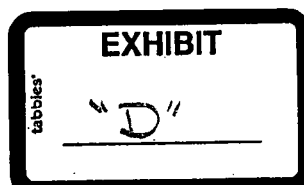
PROPERTY ADDRESS: Sect. 1 Lot 209 & 210, Treasure Lake, Dubois, PA 15801

LOAN ACCT. NO.: 0421200564

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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



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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at Sect. 1 Lot 209 & 210, Treasure Lake, Dubois, PA 15801

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 1, 2007 thru March 1, 2007 totaling \$1,824.63

Other charges (explain/itemize): Late fees of \$57.16

TOTAL AMOUNT PAST DUE: \$1,881.79

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 \$1,881.79, 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: Teri Pavlosky

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) 465-2637
FAX # (724) 465-5118

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Estate of Priscilla A. Toney
Sect 1 Lot 209 & 210
Treasure Lake
Dubois PA 15831

2. Article Number
(Transfer from service label)

7004 2510 0006 2210 8659

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature: X Melanie Toney ☐ Agent ☐ Addressee
- B. Received by (Printed Name): Melanie Toney C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

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

For delivery information visit our website at www.usps.com

Toney attn: Nicole Ables EPLSE

Postage	\$ <u>63</u>
Certified Fee	<u>280</u>
Return Receipt Fee (Endorsement Required)	<u>185</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>488</u>

Postmark
Here

Sent To Estate of Priscilla A. Toney
 Street, Apt. No., or PO Box No. Sect. 1 Lot 209 & 210
 City, State, ZIP+4 Treasure Lake Dubois PA 15831

PS Form 3800, June 2002

See Reverse for Instructions

EXHIBIT

tabbies

"E"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Estate of Priscilla A. Toney
PO Box 336
Dubois PA 15861

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Melanie Toney*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

MELANIE TONEY

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7004 2510 0006 2210 8666

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

For delivery information visit our website at www.usps.com

Toney Farm Nicole Toney Feb 22 E

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

Postmark Here

Sent To *Estate of Priscilla A. Toney*
Street, Apt. No., or PO Box No. *PO Box 336*
City, State, Zip+4 *Dubois PA 15861*

U.S. Form 3800, June 2002

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALE, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274-C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
MORTGAGE FORECLOSURE
COMPLAINT

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

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

FEB 19 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 2008 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR 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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 2008 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK, now known as FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. On October 30, 1995, **PRISCILLA A. TONEY** executed and delivered to Plaintiff a Mortgage and Note upon the premises hereinafter described, which Mortgage was recorded on November 13, 1995 in Clearfield County Deed and Record Book

Volume 1717, page 180. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B", respectively, and are incorporated herein by reference.

3. **PRISCILLA A. TONEY** is deceased, and no estate has been opened (although an Inheritance Tax Return has been filed).

4. Defendant **LAURIE ANN PETERSON** is an adult individual with a last known address of 164 Third Street, Falls Creek, Pennsylvania 15840, and is believed, and therefore averred, to be the daughter of Priscilla A. Toney.

5. Defendant **GERILYN R. SCALF** is an adult individual with a last known address of 607 Catalpa Street, Seymore, Tennessee 37865-5611, and is believed, and therefore averred, to be the daughter of Priscilla A. Toney.

6. Defendant **DANIEL R. TONEY** is an adult individual with a last known address of 1438 Treasure Lake, DuBois, Pennsylvania 15801, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

7. Defendant **DAVID J. TONEY** is an adult individual with a last known address of 205 Walter Road, Grampian, Pennsylvania 16838, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

8. Defendant **JOHN J. TONEY** is an adult individual with a last known address of Cardinal Drive, DuBois, Pennsylvania 15801, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

9. Defendant **MICHAEL L. TONEY** is an adult individual with a last known address of Parrish Road, Mahaffey, Pennsylvania 15757, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

10. All of the aforementioned named defendants are believed, and therefore averred, to be all of the children, and thus intestate heirs of Priscilla A. Toney.

11. Defendant **THE UNITED STATES OF AMERICA** is named as a party defendant in this action pursuant to 28 U.S.C.A. § 2410 at the result of a lien filed by the Department of the Treasury, Internal Revenue Service office located at Pittsburgh, Pennsylvania, against defendant Floyd D. Howell, et al, partners of Towne House Enterprises, in the Prothonotary's office of the Court of Common Pleas of Elk County, Ridgway, Pennsylvania to No. 83-498, filed on September 19, 1983, in the amount of \$2,358.03, and against defendant Floyd D. Howell in the Prothonotary's office of the Court of Common Pleas of Elk County, Ridgway, Pennsylvania to No. 06-903, filed on November 3, 2006, in the amount of \$158,876.28, Copy of said Notices of Federal Tax Lien are attached hereto, made a part hereof and incorporated herein as Exhibit "A".

12. The lien of the defendant The United States of America, is junior to the lien of the Plaintiff on the real property which is the subject of this action.

13. Pursuant to 28 U.S.C.A. § 2410, defendant The United States of America, as a party to this action, may be served process by certified mail to the Attorney General of the United States, Room 5111, Main Justice Building, Tenth Constitution Avenue NW, Washington, D.C. 20530, and by serving process of the Court with a copy on the United States Attorney for the District for which the action is brought, namely, Mary Beth Buchanan, United States Attorney General for the Western District of Pennsylvania, 633 United States Post Office and Courthouse, Pittsburgh, Pennsylvania 15219.

14. Defendants are the mortgagors and real owners of the premises hereinafter described.

15. Said mortgage has not been assigned.

16. The said Mortgage and Note were in the principal amount of Fifty Two Thousand Dollars (\$52,000.00), with interest thereon at 9.250% per annum, payable as to the principal and interest in equal monthly installments of Four Hundred Seventy-Six Dollars and Twenty-Five Cents (\$476.25) each, commencing December 1, 1995. Said Mortgage and Note are incorporated herein by reference.

17. The premises subject to the Mortgage is the property located at Section 1, Lots 209 and 210, Treasure Lake, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

18. The Mortgage is in default because payments of principal and interest due January 1, 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.

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

Balance of Principal:	\$34,850.96
Accrued but unpaid interest through 1/22/08 at 9.250% per annum (\$8.83 per diem):	\$ 3,682.99
Escrow overdraft:	\$ 650.42
Late charges on overdue amount as of 1/22/08:	\$ 371.54
Satisfaction fee:	<u>\$ 50.00</u>
TOTAL:	\$39,605.91

PLUS, the following amounts accruing after 1/22/08:

Interest at the rate of 9.250% per annum (\$8.83 per diem);

Late Charges from 1/22/08 forward; any escrow deficits; reasonable attorneys fees and costs.

20. 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 Mortgagor's last known address on or about March 5, 2007, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 19, namely, the principal balance amount of \$39,605.91, plus the following amounts accruing after January 22, 2008, to the date of judgment:

- a) Interest of \$8.83 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: 

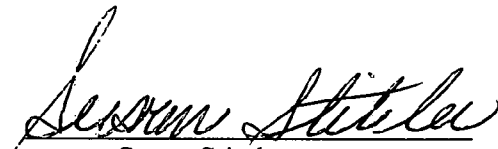
Christopher E. Mohney, Esquire
Attorney for the Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

VERIFICATION

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

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK


Susan Stiteler

RECORDATION REQUESTED BY:

Deposit Bank
Shaffer Road
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
Shaffer Road
DuBois, PA 15801

SEND TAX NOTICES TO:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 10/30/95. The mortgagor is PRISCILLA A TONEY ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is Shaffer Road, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Fifty Two Thousand & 00/100 Dollars (U.S. \$52,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

which has the address of SECT 1 LOT 209 & 210 TREASURE LAKE, DUBOIS, Pennsylvania 15801 ("Property Address");

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

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender shall apply any Funds held by

EXHIBIT

"A"

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Loan No

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated in'o and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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

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

Witnesses:

Margaret J. Thompson

Priscilla A. Toney (Seal)
PRISCILLA A. TONEY-Borrower

INDIVIDUAL ACKNOWLEDGMENT

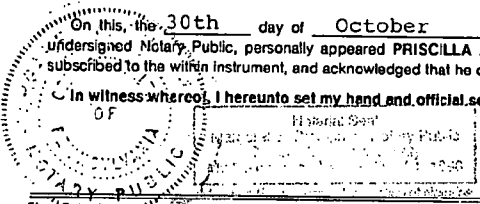
STATE OF PENNSYLVANIA

) ss

COUNTY OF CLEARFIELD

On this, the 30th day of October, 19 95, before me Margaret J. Thompson, the undersigned Notary Public, personally appeared PRISCILLA A TONEY known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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



Margaret J. Thompson
Notary Public in and for the State of Pennsylvania

Fixed Rate, 11.25% (11.25%)

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CF1 ProServices, Inc. All rights reserved. (PA-G203 1717.LN R12.OVL)

ALL that certain tract of land designated as Section 1 "Barbados", Lot 209 and 210 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 9:26 AM 11-13-95
 BY Daniel King
 FEES 15.52
 Karen L. Starck, Recorder

BEFORE ME, CLERK OF THE COURT, that the foregoing
 is recorded in the Recorder's Office of
 Clearfield County, Pennsylvania.



[Handwritten signature]
 Karen L. Starck
 Recorder

Exhibit "A"

RECORDED BY REC'D Nov 13 1995 9:26 AM Karen L. Starck, Recorder

NOTE

10/30/95

DuBois, Pennsylvania

SECT 1 LOT 209 & 210 TREASURE LAKE, DUBOIS, Pennsylvania, 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$52,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.250%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, Shaffer Road, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$476.25.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

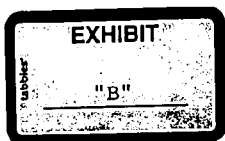
Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Priscilla A. Toney (Seal)
PRISCILLA A TONEY-Borrower
Social Security Number - 364-28-8693

(Seal)
-Borrower
Social Security Number - _____

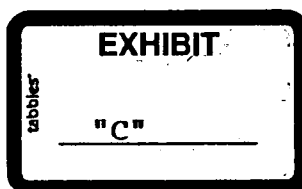
(Seal)
-Borrower
Social Security Number - _____

[Sign Original Only]

ALL that certain tract of land designated as Section 1 "Barbados", Lot 209 and 210 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.



Date: March 5, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Estate of Priscilla A. Toney

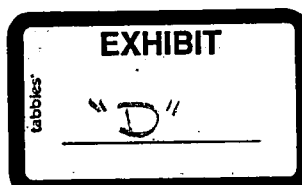
PROPERTY ADDRESS: Sect. 1 Lot 209 & 210, Treasure Lake, Dubois, PA 15801

LOAN ACCT. NO.: 0421200564

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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



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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: Sect. 1 Lot 209 & 210, Treasure Lake, Dubois, PA 15801

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 1, 2007 thru March 1, 2007 totaling \$1,824.63

Other charges (explain/itemize): Late fees of \$57.16

TOTAL AMOUNT PAST DUE: \$1,881.79

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 \$1,881.79, 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: Teri Pavlosky

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Estate of Priscilla A Toney
Sect 1 Lot 209 & 210
Treasure Lake
Dubois PA 15801

2. Article Number
(Transfer from service label)

7004 2510 0006 2210 8659

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
X Melanie Toney ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Melanie Toney C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

1C2595-02-M-1540

6598 0777 9000 0552 4002

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

For delivery information visit our website at www.usps.com

Toney attn Nicole Able fepLL

Postage	\$ <u>63</u>
Certified Fee	<u>280</u>
Return Receipt Fee (Endorsement Required)	<u>185</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>488</u>

Postmark Here

Sent to Estate of Priscilla A. Toney
Street, Apt. No., or PO Box No. Sect. 1 Lot 209 & 210
City, State, ZIP+4 Treasure Lake Dubois PA 15801

PS Form 3800 (June 2002) See Reverse for Instructions

EXHIBIT

tabbies

"E"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Estate of Priscilla A. Toney
PO Box 336
Dubois PA 15801

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Melanie Toney*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

MELANIE TONEY

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7004 2510 0006 2210 8666

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

For delivery information visit our website at www.usps.com

Toney, Priscilla A. Toney

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

Postmark Here

Sent To: Estate of Priscilla A. Toney
Street, Apt. No., or PO Box No.: PO Box 336
City, State, ZIP+4: Dubois PA 15801

PS Form 3811, June 2002

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274 -C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
MORTGAGE FORECLOSURE
COMPLAINT

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY,
ESQUIRE

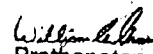
SUPREME COURT NO.: 63494

25 EAST PARK AVENUE,
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

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

FEB 19 2008

Attest.


Prothonotary/
Clerk of Courts

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 2008 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR 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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 2008 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK, now known as FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. On October 30, 1995, **PRISCILLA A. TONEY** executed and delivered to Plaintiff a Mortgage and Note upon the premises hereinafter described, which Mortgage was recorded on November 13, 1995 in Clearfield County Deed and Record Book

Volume 1717, page 180. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B", respectively, and are incorporated herein by reference.

3. **PRISCILLA A. TONEY** is deceased, and no estate has been opened (although an Inheritance Tax Return has been filed).

4. Defendant **LAURIE ANN PETERSON** is an adult individual with a last known address of 164 Third Street, Falls Creek, Pennsylvania 15840, and is believed, and therefore averred, to be the daughter of Priscilla A. Toney.

5. Defendant **GERILYN R. SCALF** is an adult individual with a last known address of 607 Catalpa Street, Seymore, Tennessee 37865-5611, and is believed, and therefore averred, to be the daughter of Priscilla A. Toney.

6. Defendant **DANIEL R. TONEY** is an adult individual with a last known address of 1438 Treasure Lake, DuBois, Pennsylvania 15801, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

7. Defendant **DAVID J. TONEY** is an adult individual with a last known address of 205 Walter Road, Grampian, Pennsylvania 16838, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

8. Defendant **JOHN J. TONEY** is an adult individual with a last known address of Cardinal Drive, DuBois, Pennsylvania 15801, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

9. Defendant **MICHAEL L. TONEY** is an adult individual with a last known address of Parrish Road, Mahaffey, Pennsylvania 15757, and is believed, and therefore averred, to be the son of Priscilla A. Toney.

10. All of the aforementioned named defendants are believed, and therefore averred, to be all of the children, and thus intestate heirs of Priscilla A. Toney.

11. Defendant **THE UNITED STATES OF AMERICA** is named as a party defendant in this action pursuant to 28 U.S.C.A. § 2410 at the result of a lien filed by the Department of the Treasury, Internal Revenue Service office located at Pittsburgh, Pennsylvania, against defendant Floyd D. Howell, et al, partners of Towne House Enterprises, in the Prothonotary's office of the Court of Common Pleas of Elk County, Ridgway, Pennsylvania to No. 83-498, filed on September 19, 1983, in the amount of \$2,358.03, and against defendant Floyd D. Howell in the Prothonotary's office of the Court of Common Pleas of Elk County, Ridgway, Pennsylvania to No. 06-903, filed on November 3, 2006, in the amount of \$158,876.28, Copy of said Notices of Federal Tax Lien are attached hereto, made a part hereof and incorporated herein as Exhibit "A".

12. The lien of the defendant The United States of America, is junior to the lien of the Plaintiff on the real property which is the subject of this action.

13. Pursuant to 28 U.S.C.A. § 2410, defendant The United States of America, as a party to this action, may be served process by certified mail to the Attorney General of the United States, Room 5111, Main Justice Building, Tenth Constitution Avenue NW, Washington, D.C. 20530, and by serving process of the Court with a copy on the United States Attorney for the District for which the action is brought, namely, Mary Beth Buchanan, United States Attorney General for the Western District of Pennsylvania, 633 United States Post Office and Courthouse, Pittsburgh, Pennsylvania 15219.

14. Defendants are the mortgagors and real owners of the premises hereinafter described.

15. Said mortgage has not been assigned.

16. The said Mortgage and Note were in the principal amount of Fifty Two Thousand Dollars (\$52,000.00), with interest thereon at 9.250% per annum, payable as to the principal and interest in equal monthly installments of Four Hundred Seventy-Six Dollars and Twenty-Five Cents (\$476.25) each, commencing December 1, 1995. Said Mortgage and Note are incorporated herein by reference.

17. The premises subject to the Mortgage is the property located at Section 1, Lots 209 and 210, Treasure Lake, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

18. The Mortgage is in default because payments of principal and interest due January 1, 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.

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

Balance of Principal:	\$34,850.96
Accrued but unpaid interest through 1/22/08 at 9.250% per annum (\$8.83 per diem):	\$ 3,682.99
Escrow overdraft:	\$ 650.42
Late charges on overdue amount as of 1/22/08:	\$ 371.54
Satisfaction fee:	<u>\$ 50.00</u>
TOTAL:	\$39,605.91

PLUS, the following amounts accruing after 1/22/08:

Interest at the rate of 9.250% per annum (\$8.83 per diem);

Late Charges from 1/22/08 forward; any escrow deficits; reasonable attorneys fees and costs.

20. 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 Mortgagor's last known address on or about March 5, 2007, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 19, namely, the principal balance amount of \$39,605.91, plus the following amounts accruing after January 22, 2008, to the date of judgment:

- a) Interest of \$8.83 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: 

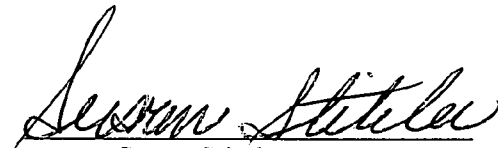
Christopher E. Monney, Esquire
Attorney for the Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

VERIFICATION

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

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK


Susan Stiteler

RECORDATION REQUESTED BY:

Deposit Bank
Shaffer Road
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
Shaffer Road
DuBois, PA 15801

SEND TAX NOTICES TO:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 10/30/95. The mortgagor is PRISCILLA A TONEY ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is Shaffer Road, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Fifty Two Thousand & 00/100 Dollars (U.S. \$52,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

which has the address of SECT 1 LOT 209 & 210 TREASURE LAKE, DUBOIS, Pennsylvania 15801 ("Property Address");

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

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender shall apply any Funds held by

EXHIBIT

"A"

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Loan No

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es):)

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

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

Witnesses:

Margaret J. Thompson

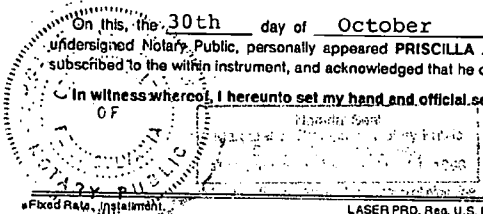
Priscilla A. Toney (Seal)
PRISCILLA A. TONEY-Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) ss
COUNTY OF CLEARFIELD)

On this, the 30th day of October, 19 95, before me Margaret J. Thompson, the undersigned Notary Public, personally appeared PRISCILLA A TONEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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



Margaret J. Thompson
Notary Public in and for the State of Pennsylvania

*Fixed Rate, 30-year term

ALL that certain tract of land designated as Section 1 "Barbados", Lot 209 and 210 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 475; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

CLEARFIELD COUNTY
 OFFICE OF RECORD
 TIME 9:26 AM 11-13-95
 BY Danica King
 FEES 15.52
 Karen L. Starck, Recorder

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



[Signature]
 Karen L. Starck
 Recorder

Exhibit "A"

Recorded by Recorder Nov 13 1995 9:26 AM Karen L. Starck, Recorder

NOTE

10/30/95

DuBois, Pennsylvania

SECT 1 LOT 209 & 210 TREASURE LAKE, DUBOIS, Pennsylvania, 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$52,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.250%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, Shaffer Road, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$476.25.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

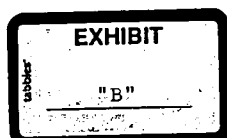
Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Priscilla A. Toney (Seal)

PRISCILLA A TONEY-Borrower
Social Security Number - 364-28-8693

(Seal)

-Borrower

Social Security Number - _____

(Seal)

-Borrower

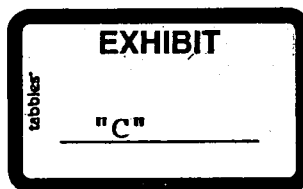
Social Security Number - _____

[Sign Original Only]

ALL that certain tract of land designated as Section 1 "Barbados", Lot 209 and 210 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.



Date: March 5, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Estate of Priscilla A. Toney

PROPERTY ADDRESS: Sect. 1 Lot 209 & 210, Treasure Lake, Dubois, PA 15801

LOAN ACCT. NO.: 0421200564

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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



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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: Sect. 1 Lot 209 & 210, Treasure Lake, Dubois, PA 15801

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 1, 2007 thru March 1, 2007 totaling \$1,824.63

Other charges (explain/itemize): Late fees of \$57.16

TOTAL AMOUNT PAST DUE: \$1,881.79

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 \$1,881.79, 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: Teri Pavlosky

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

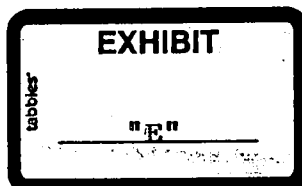
Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688

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 THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <u>Melanie Toney</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><u>Estate of Priscilla A. Toney</u> <u>Sect 1 Lot 209 & 210</u> <u>Treasure Lake</u> <u>Dubois PA 15801</u></p>		<p>B. Received by (Printed Name) <u>Melanie Toney</u> C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
<u>Toney, Arm Nicole Able, FPLS E</u>	
Postage	\$ <u>63</u>
Certified Fee	<u>240</u>
Return Receipt Fee (Endorsement Required)	<u>185</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>488</u>
Sent To <u>Estate of Priscilla A. Toney</u>	
Street, Apt. No., or PO Box No. <u>Sect. 1 Lot 209 & 210</u>	
City, State, ZIP+4 [®] <u>Treasure Lake Dubois PA 15801</u>	
PS Form 3800, June 2002 See Reverse for Instructions	



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Estate of Priscilla A. Toney
PO Box 336
Dubois PA 15861

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Melanie Toney*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

MELANIE TONEY

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7004 2510 0006 2210 8666

PS Form 3811, February 2004

Domestic Return Receipt

102535-02-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

Toney Farm Nicoleable fep DE

Postage	\$ 1.63
Certified Fee	3.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88

Postmark Here

Sent To *Estate of Priscilla A. Toney*
Street, Apt. No., or PO Box No. *PO Box 336*
City, State, ZIP+4 *Dubois PA 15861*

PS Form 3800, July 2002 See Reverse for Instructions

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104039
NO: 08-274-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, AID J. TONEY, JOHN J. TONEY
and MICHAEL L. TONEY heirs of PRISCILLA A. TONEY, Deceased and THE UNITED STATES OF AMERICA

SHERIFF RETURN

NOW, April 17, 2008 AT 2:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURIE PETERSON DEFENDANT AT 1080 CARSON HILL ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURIE PETERSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

*2nd
Service*

FILED
03:14 PM
MAY 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104039
NO: 08-274-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, AID J. TONEY, JOHN J. TONEY
and MICHAEL L. TONEY heirs of PRISCILLA A. TONEY, Deceased and THE UNITED STATES OF AMERICA

SHERIFF RETURN

NOW, May 02, 2008 AT 1:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANIEL R. TONEY DEFENDANT AT 110 SEAL CAY ROAD, TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHRIS TONEY, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104039
NO: 08-274-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, AID J. TONEY, JOHN J. TONEY
and MICHAEL L. TONEY heirs of PRISCILLA A. TONEY, Deceased and THE UNITED STATES OF AMERICA

SHERIFF RETURN

NOW, April 17, 2008, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE UNITED STATES OF AMERICA c/o Mary Beth Buchanon, U.S. Attorney General for Western Dist. of Pa..

NOW, April 25, 2008 AT 12:32 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE UNITED STATES OF AMERICA c/o Mary Beth Buchanon, U.S. Attorney General for Western Dist. of Pa., DEFENDANT. THE RETURN OF ALLEGHENY COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104039
NO: 08-274-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, AID J. TONEY, JOHN J. TONEY and MICHAEL L. TONEY heirs of PRISCILLA A. TONEY, Deceased and THE UNITED STATES OF AMERICA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	176073	30.00
SHERIFF HAWKINS	FIRST COMM.	176073	70.00
ALLEGHENY CO.	FIRST COMM.	176072	75.00

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


by Marilyn Hamr

Chester A. Hawkins
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: Deposit Bank n/k/a

VS.

DEFT.: Laurie Peterson

DEFT.: Serve: U.S.A. c/o Mary Beth Buchanan

DEFT.: US Atty Gen for West Dist of PA

GARNISHEE: 633 U.S. PO & Courthouse

ADDRESS: Pittsburgh PA 15219

CASE#: 08-274-CD

EXPIRES: 5-11-08

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL OR SCI FA

☐ INTERROGATORIES

☐ EXECUTION • LEVY OR GARNISHEE

☐ OTHER

MUNICIPALITY OR CITY WARD: _____

ATTY: Christopher Mohney

DATE: _____ 20 _____

ADDRESS: 25 E Park Ave Suite 6

ATTY'S PHONE: 814-375-1044

DuBois PA 15801

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: April 17 20 08 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of Allegheny County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 25 day of Apr, 20 08, at 12:32 o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: _____

☐ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/other person authorized to accept deliveries of United States Mail _____

☒ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other _____

☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☒ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, _____, levy was made in the case of _____
Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Affirmed and subscribed before me

this _____ day of _____ 20 _____

PETER R. DEFAZIO, Sheriff

BY: [Signature] (DEPUTY)

DISTRICT: 1

Notary

White Copy - Sheriff

Pink Copy - Attorney



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 104039

TERM & NO. 08-274-CD

DEPOSIT BANK now FIRST COMMONWEALTH BANK

COMPLAINT IN MORTGAGE FORECLOSURE

VS.

LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, AID J. TONEY, JOHN J. TONEY and MICHAEL L. TONEY
heirs of PRISCILLA A. TONEY, Deceased and THE UNITED STATES OF AMERICA

SERVE BY: 05/11/08

COURT DATE:

MAKE REFUND PAYABLE TO FIRST COMMONWEALTH BANK

SERVE: THE UNITED STATES OF AMERICA c/o Mary Beth Buchanon, U.S. Attorney General for Western Dist. of Pa.

ADDRESS: 633 UNITED STATES POST OFFICE & COURTHOUSE, PITTSBURGH, PA 15219

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 17, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
RETURN OF SERVICE

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY,
ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE,
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED
01/31/08
JUL 17 2008
cc
610

William A. Shaw
Prothonotary/Clerk of Court

SEVIER COUNTY SHERIFFS DEPARTMENT

Case Number: 08274CD

Attempted Service

Defendant Name: SCALF, GERILYN R

Address: 607 CATALPA ST

Address: SEY, TN. 37865-

Plaintiff: DEPOSIT BK

Return Date: _____

Date	Time	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that I have served this summons on the defendant as follows:

- ____ 1. **Personal Service** - by leaving a copy of the summons and complaint with the named defendant personally.
- ✓ ____ 2. **Substitute Service** - by leaving a copy of the summons and complaint at the defendant's usual place or resident with a member of the family, of the age of 13 years or upwards, and informing that person of the contents thereof. A copy of the summons was mailed on _____ to the defendant named above.
- ____ 3. **Service on --** Corp _____ Co _____ Business _____ Partnership _____. By leaving a copy of the summons and complaint with the registered agent, authorized person or partner of the defendant.

Sex: Male _____ Female _____
 Race: Black _____ White _____ Other _____

Age: _____
 Writ Served On: ERANT SCALF (relationship) SON

Served By: _____ Date: 4/21/08 Time: 8:20 Am.

ADDITIONAL REMARKS: _____

Sheriff's Fees: Service & Return _____

Miles: _____

Total: _____

Dep PAUL HURST
 SEVIER COUNTY SHERIFFS DEPARTM

Fees Paid: _____

By: _____

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE

SUITE 6

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

April 14, 2008

Sheriff Ronald L. Seals
Sevier County Sheriff's Department
106 West Bruce Street
Sevierville, TN 37862

RE: Deposit Bank, now First Commonwealth Bank vs. Gerilyn R. Scalf, et.al.
No. 08-274-C.D., Clearfield County Court of Common Pleas,
Pennsylvania

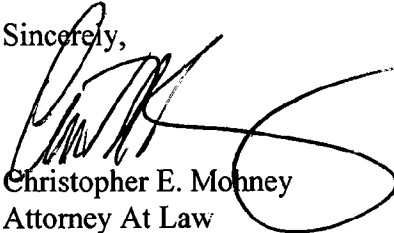
Dear Sheriff Seals:

I represent plaintiff First Commonwealth Bank in the above-captioned litigation pending in the Commonwealth of Pennsylvania. One of the named defendants, Gerilyn R. Scalf, is believed to have last known address of 607 Catalpa Street, Seymore, TN 37865-5611. Enclosed is a certified reinstated complaint in mortgage foreclosure and my office's check payable to your office in the amount of \$22.00. I would ask that you kindly locate and serve Ms. Scalf the enclosed legal document, and then please forward me a Return of Service.

Should you require anything further, please do not hesitate to contact me.

Thank you.

Sincerely,


Christopher E. Mohney
Attorney At Law

CEM: naf
Enclosure

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08 – 274 – C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

FILED *no cc*
013:34/34
JUL 17 2008
William A. Shaw *GP*
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129.1

DEPOSIT BANK, now FIRST COMMONWEALTH BANK, Plaintiff in the above action, sets forth as of the date the Praeceptum for Writ of Execution was filed the following information concerning the real property located at Section 1, Lots 209 and 210 in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

1. Name and Address of Owner(s) or reputed owner(s):

NAME

ADDRESS

PRISCILLA A. TONEY,
Deceased

Treasure Lake
DuBois, PA 15801

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

<u>NAME</u>	<u>ADDRESS</u>
LAURIE ANN PETERSON	1080 Carson Hill Road DuBois, PA 15801
GERILYN R. SCALF	607 Catalpa Street Seymore, TN 37865
DANIEL R. TONEY	1438 Treasure Lake DuBois, PA 15801
DAVID J. TONEY	205 Walter Road Grampian, PA 16838
JOHN J. TONEY	Cardinal Drive DuBois, PA 15801
MICHAEL L. TONEY	837 Parrish Road Mahaffey, PA 15757
THE UNITED STATES OF AMERICA	Attorney General of the U.S. Room 5111, Main Justice Building Tenth Constitution Avenue NW Washington, D.C. 20530
THE UNITED STATES OF AMERICA	Mary Beth Buchanon U.S. Attorney General for the Western District of Pennsylvania 633 U.S. Post Office and Courthouse Pittsburgh, PA 15219

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

<u>NAME</u>	<u>ADDRESS</u>
THE UNITED STATES OF AMERICA	Attorney General of the U.S. Room 5111, Main Justice Building Tenth Constitution Avenue NW Washington, D.C. 20530

THE UNITED STATES OF
AMERICA

Mary Beth Buchanon
U.S. Attorney General for the Western
District of Pennsylvania
633 U.S. Post Office and Courthouse
Pittsburgh, PA 15219

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.

13 Treasure Lake
DuBois, PA 15801

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

NAME

ADDRESS

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK

2 E. Long Avenue
DuBois, PA 15801

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

NAME

ADDRESS

CLEARFIELD COUNTY TAX
CLAIM BUREAU

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

NAME

ADDRESS

LEE ANN COLLINS,
TAX COLLECTOR

P.O. Box 252
DuBois, PA 15801

TREASURE LAKE PROPERTY
OWNERS ASSOCIATION, INC.

13 Treasure Lake
DuBois, PA 15801

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

NAME

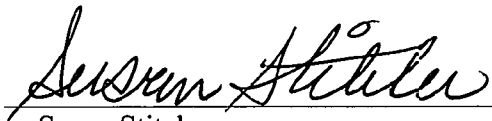
ADDRESS

CLEARFIELD COUNTY
DOMESTIC RELATIONS

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

DEPOSIT BANK, now
FIRST COMMONWEALTH BANK

BY: 
Susan Stiteler
Vice President of Special Assets
Retail Dept.

DATE: 7/17/08

PROPERTY DESCRIPTION FOR
PRISCILLA A. TONEY PROPERTY
TAX PARCEL #128-C02-001-00210-00-21
AND #128-C02-001-00209-00-21

ALL that certain tract of land designated as Section No. 1, Lot 209 and Lot 210, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08 - 274 - C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
PRAECIPE FOR DEFAULT
JUDGMENT

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY,
ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE,
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED *Atty pd. 20.00*
013:4181
JUL 17 2008 *Notice to Defs.*

William A. Shaw
Prothonotary/Clerk of Courts

Statement to
Atty
(62)

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

DEPOSIT BANK, now FIRST	:	NO. 08 – 274 – C.D.
COMMONWEALTH BANK,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
LAURIE ANN PETERSON, GERILYN	:	
R. SCALF, DANIEL R. TONEY, DAVID	:	
J. TONEY, JOHN J. TONEY and	:	
MICHAEL L. TONEY, heirs of	:	
PRISCILLA A. TONEY, Deceased, and	:	
THE UNITED STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants 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:	\$34,850.96
2.	Interest payoff:	\$ 3,682.99
3.	Late Fees:	\$ 371.54
4.	Satisfaction fee:	\$ <u>50.00</u>
	TOTAL:	\$39,605.91

The undersigned certifies that written notice of intention to file this Praecipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on June 9, 2008 as required by Pa. R.C.P. Rule 237.1

BY: 

Christopher E. Mohny, Esquire

NOW, this 17th day of July, 2008, damages are assessed in the amount of \$39,605.91.



William A. Shaw, Prothonotary

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TO: MICHAEL L. TONEY
837 Parrish Road
Mahaffey, PA 15757

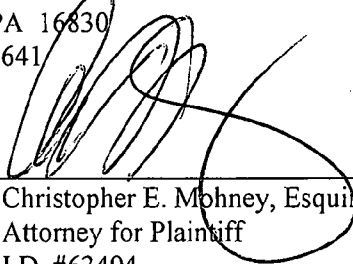
DATE OF NOTICE: June 9, 2008

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. Mohny, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TO: JOHN J. TONEY
Cardinal Drive
DuBois, PA 15801

DATE OF NOTICE: June 9, 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. Mohnhey, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TO: DAVID J. TONEY
205 Walter Road
Grampian, PA 16838

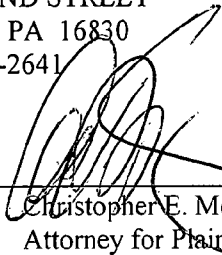
DATE OF NOTICE: June 9, 2008

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. Mohnhey, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TO: DANIEL R. TONEY
1438 Treasure Lake
DuBois, PA 15801

DATE OF NOTICE: June 9, 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. Mohnhey, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TO: GERILYN R. SCALF
607 Catalpa Street
Seymore, TN 37865

DATE OF NOTICE: June 9, 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. Mohnhey, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08-274- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TO: LAURIE ANN PETERSON
1080 Carson Hill Road
DuBois, PA 15801

DATE OF NOTICE: June 9, 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. Mohney, 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. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801	
One piece of ordinary mail addressed to:		Laurie Ann Peterson 1080 Carson Hill Road DuBois, PA 15801	



PS Form 3817, January 2001

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. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801	
One piece of ordinary mail addressed to:		Gerilyn R. Scalf 607 Catalpa Street Seymore, TN 37865	



PS Form 3817, January 2001

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. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801	
One piece of ordinary mail addressed to:		Daniel R. Toney 1438 Treasure Lake DuBois, PA 15801	



PS Form 3817, January 2001

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. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
David J. Toney 205 Walter Road Grampian, PA 16838			

PS Form 3817, January 2001

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. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
John J. Toney Cardinal Drive DuBois, PA 15801			

PS Form 3817, January 2001

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. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
Michael L. Toney 837 Parrish Road Mahaffey, PA 15757			

PS Form 3817, January 2001

FILED

JUL 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

COPY

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

Deposit Bank
First Commonwealth Bank
Plaintiff(s)

No.: 2008-00274-CD

Real Debt: \$39,605.91

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Entry: \$20.00

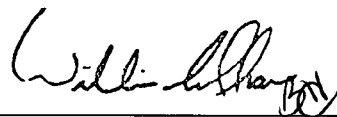
Laurie Ann Peterson
Gerilyn R. Scalf
Daniel R Toney
David J. Toney
John J. Toney
Michael L. Toney
Priscilla A. Toney
United States of America
Defendant(s)

Instrument: Default Judgment

Date of Entry: July 17, 2008

Expires: July 17, 2013

Certified from the record this 17th day of July, 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

COPY

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08 - 274 - C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$39,605.91 on July 17, 2008.

WILLIAM A. SHAW, FROTHONOTARY

By:



, Deputy

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08 - 274 - C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
PRAECIPE FOR WRIT OF
EXECUTION

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY,
ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE,
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED *Att. pd. 20.00*
013:51/20
JUL 17 2008 *ICC & 6 writs*
w/prop. dese. to
William A. Shaw *Sheriff*
Prothonotary/Clerk of Courts

60

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

: NO. 08 – 274 – C.D.

:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
:
:

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

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

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

4. Amount due: \$39,605.91

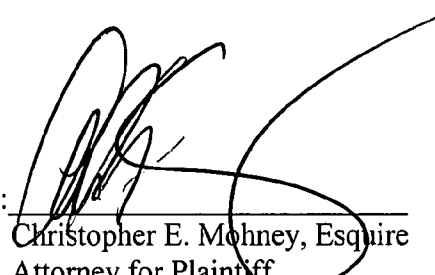
5. Costs: \$ _____

Total: \$ _____

Prothonotary costs

142.00

BY:


Christopher E. Mohnhey, Esquire
Attorney for Plaintiff

PROPERTY DESCRIPTION FOR
PRISCILLA A. TONEY PROPERTY
TAX PARCEL #128-C02-001-00210-00-21
AND #128-C02-001-00209-00-21

ALL that certain tract of land designated as Section No. 1, Lot 209 and Lot 210, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

COPY

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

DEPOSIT BANK, now FIRST : NO. 08 - 274 - C.D.
COMMONWEALTH BANK, :
 :
 : TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
 :
VS. :
 :
 :
LAURIE ANN PETERSON, GERILYN :
R. SCALF, DANIEL R. TONEY, DAVID :
J. TONEY, JOHN J. TONEY and :
MICHAEL L. TONEY, heirs of :
PRISCILLA A. TONEY, Deceased, and :
THE UNITED STATES OF AMERICA, :
 :
DEFENDANTS :


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: \$39,605.91
Costs: \$ _____
Total: \$ _____
Prothonotary costs 142.00

BY: 
William A. Shaw, Prothonotary

DATE: 7/17/08

PROPERTY DESCRIPTION FOR
PRISCILLA A. TONEY PROPERTY
TAX PARCEL #128-C02-001-00210-00-21
AND #128-C02-001-00209-00-21

ALL that certain tract of land designated as Section No. 1, Lot 209 and Lot 210, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

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3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

SCHEDULE "A"

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

FILED

OCT 06 2008

01/91/00/wn
William A. Shaw

Prothonotary/Clerk of Courts

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08 - 274 - C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING:
AFFIDAVIT OF SERVICE
PURSUANT TO PA. R.C.P. RULE
3129.2

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY,
ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE,
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED

OCT 06 2008

William A. Shaw

Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST	:	NO. 08 – 274 – C.D.
COMMONWEALTH BANK,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
LAURIE ANN PETERSON, GERILYN	:	
R. SCALF, DANIEL R. TONEY, DAVID	:	
J. TONEY, JOHN J. TONEY and	:	
MICHAEL L. TONEY, heirs of	:	
PRISCILLA A. TONEY, Deceased, and	:	
THE UNITED STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

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 **DEPOSIT BANK, now 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 8/26/08 + 9/15/08

TO: LAURIE ANN PETERSON
1080 Carson Hill Road
DuBois, PA 15801

GERILYN R. SCALF
607 Catalpa Street
Seymore, TN 37865

DANIEL R. TONEY
1438 Treasure Lake
DuBois, PA 15801

DAVID J. TONEY
205 Walter Road
Grampian, PA 16838

JOHN J. TONEY
Cardinal Drive
DuBois, PA 15801

MICHAEL L. TONEY
837 Parrish Road
Mahaffey, PA 15757

THE UNITED STATES
OF AMERICA
Attorney General of the U.S.
Room 5111, Main Justice Bldg.
Tenth Constitution Avenue NW
Washington, D.C. 20530

THE UNITED STATES OF
AMERICA
Mary Beth Buchanon
U.S. Attorney General for the Western
District of Pennsylvania
633 U.S. Post Office and Courthouse
Pittsburgh, PA 15219

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

LEE ANN COLLINS, TAX COLLECTOR
P.O. Box 252
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.
13 Treasure Lake
DuBois, PA 15801

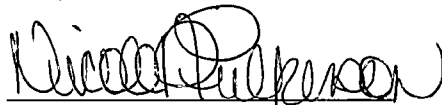
BY: _____


Christopher E. Mohnhey, Esquire

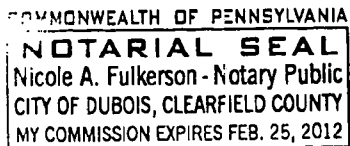
SWORN TO and SUBSCRIBED

before me this 25th day of

September, 2008.



Notary Public



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:

Laurie Ann Peterson
1080 Carson Hill Road
DuBois, PA 15801

2. Article Number

(Transfer from service label)

7006 0810 0001 0127 3442

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Laurie Peterson ☐ Agent
☒ Addressee

B. Received by (Printed Name)

Laurie Peterson

C. Date of Delivery

8-29-03

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

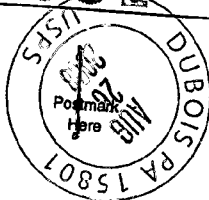
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49



Sent To

Laurie Ann Peterson
Street, Apt. No.,
or PO Box No. 1080 Carson Hill Road
City, State, ZIP+4
DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49



Sent To

Gerilyn R. Scalf
Street, Apt. No.,
or PO Box No. 607 Catalpa Street
City, State, ZIP+4
Seymore, TN 37865

PS Form 3800, June 2002

See Reverse for Instructions

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:

Gerilyn R. Scalf
607 Catalpa Street
Seymore, TN 37865

2. Article Number

(Transfer from service label)

7006 0810 0001 0127 3459

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Gerilyn Scalf ☐ Agent
☒ Addressee

B. Received by (Printed Name)

Gerilyn Scalf

C. Date of Delivery

8-29-03

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

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:

Daniel R. Toney
1438 Treasure Lake
DuBois, PA 15801

2. Article Number
(Transfer from service label)

7006 0810 0001 0127 3466

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Daniel Toney

☐ Agent☒ Addressee

B. Received by (Printed Name)

Daniel Toney

C. Date of Delivery

9/4/08

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

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage

\$.59

Certified Fee

2.70

Return Receipt Fee
(Endorsement Required)

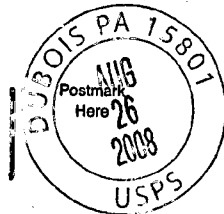
2.20

Restricted Delivery Fee
(Endorsement Required)

\$0.00

Total Postage & Fees

\$ 5.49



Sent To

Daniel R. Toney

Street, Apt. No.,
or PO Box No.

1438 Treasure Lake

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

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For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage

\$.59

Certified Fee

2.70

Return Receipt Fee
(Endorsement Required)

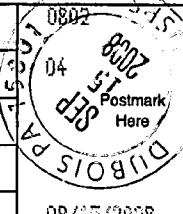
2.20

Restricted Delivery Fee
(Endorsement Required)

\$0.00

Total Postage & Fees

\$ 5.49



Sent To

David Toney

Street, Apt. No.,
or PO Box No.

153 Beaver Drive

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

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:

David Toney
153 Beaver Drive
DuBois, PA 15801

2. Article Number
(Transfer from service label)

7006 0810 0001 0127 3626

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Melanie Toney

☐ Agent☒ Addressee

B. Received by (Printed Name)

Melanie Toney

C. Date of Delivery

9-16-08

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

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:

John J. Toney
Cardinal Drive
DuBois, PA 15801

2. Article Number

(Transfer from service label)

7006 0810 0001 0127 3695

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *John Toney*☐ Agent☐ Addressee

B. Received by (Printed Name)

JOHN TONEY

C. Date of Delivery

9-4-08

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

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$.59

Certified Fee

2.70

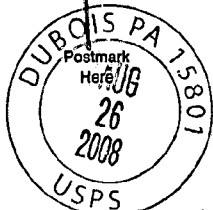
Return Receipt Fee
(Endorsement Required)

2.20

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 5.49



Sent To

John J. Toney

Street, Apt. No.,
or PO Box No.

Cardinal Drive

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$.59

Certified Fee

2.70

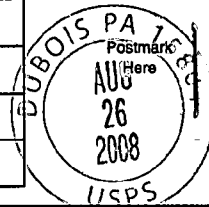
Return Receipt Fee
(Endorsement Required)

2.20

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 5.49



Sent To

Michael L. Toney

Street, Apt. No.,
or PO Box No.

837 Parrish Road

City, State, ZIP+4

Mahaffey, PA 15757

PS Form 3800, June 2002

See Reverse for Instructions

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:

Michael L. Toney
837 Parrish Road
Mahaffey, PA 15757

2. Article Number

(Transfer from service label)

7006 0810 0001 0127 3688

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Susan J. Toney*☐ Agent☐ Addressee

B. Received by (Printed Name)

Susan J. Toney

C. Date of Delivery

8-27

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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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 <u>this card</u> to the back of the mailpiece, or <u>on the front</u> if space permits. 	<p>A. Signature <div style="display: flex; justify-content: space-between;"> X <i>Larinda Parker</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div> </p> <p>B. Received by (Printed Name) <div style="text-align: center; font-weight: bold;">SEP 03 2008</div> </p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0; text-align: center;"> The United States of America Attorney General of the U.S. Room 5111, Main Justice Bldg. Tenth Constitution Avenue NW Washington, D.C. 20530 </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold;">7006 0810 0001 0127 3435</div>
<div style="display: flex; justify-content: space-between;"> PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540 </div>	

7006 0810 0001 0127 3435

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.59	
Certified Fee	2.70	
Return Receipt Fee (Endorsement Required)	2.20	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.49	

Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP+4

The United States of America
Attorney General of the U.S.
Room 5111, Main Justice Bldg.
Tenth Constitution Avenue NW
Washington, D.C. 20530

PS Form 3800, June 2002
See Reverse for Instructions

7006 0810 0001 0127 3428

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.59	
Certified Fee	2.70	
Return Receipt Fee (Endorsement Required)	2.20	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.49	

Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP

The United States of America
Mary Beth Buchanon
U.S. Attorney General for the Western
District of Pennsylvania
633 U.S. Post Office and Courthouse
Pittsburgh, PA 15219

PS Form 3800, June 2002
See Reverse for Instructions

432

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. Mohny, Esquire
25 East Park Avenue
Suite 6
DuBois, PA 15801

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

PS Form 3817, January 2001



432

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. Mohny, Esquire
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:
Lee Ann Collins, Tax Collector
P.O. Box 252
DuBois, PA 15801

PS Form 3817, January 2001



432

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. Mohny, 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
230 E. Market Street
Clearfield, PA 16830

PS Form 3817, January 2001



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20808
NO: 08-274-CD

PLAINTIFF: DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

vs.

DEFENDANT: LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, DAVID J. TONEY, JOHN J. TONEY
AND MICHAEL L. TONEY, HEIRS OF PRISCILLA A. TONEY, DECEASED AND THE UNITED STATES OF AMERICA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/18/2008

LEVY TAKEN 8/6/2008 @ 2:00 PM

POSTED 8/6/2008 @ 2:00 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/15/2009

DATE DEED FILED *not sold*

PROPERTY ADDRESS SECT. 1, LOT 209 & 210 A/K/A 1302 CROOKED ISLAND ROAD DUBOIS , PA 15801

FILED

01/13/09
JAN 15 2009

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$423.57

SURCHARGE \$160.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

Chester A. Hawkins
Dy Anthony Butler - Coughlin

Chester A. Hawkins
Sheriff

DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

vs

LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, DAVID J. TONEY, JOHN J. TONEY AND MICHAEL L. TONEY, HEIRS OF PRISCILLA A. TONEY, DECEASED AND THE UNITED STATES OF AMERICA

1 8/27/2008 @ 12:00 PM SERVED LAURIE ANN PETERSON

SERVED LAURIE ANN PETERSON, DEFENDANT, AT HER RESIDENCE 1080 CARSON HILL ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LAURIE ANN PERTERSON

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.

2 9/2/2008 @ SERVED GERILYN R. SCALF

SERVED GERILYN R. SCALF, DEFENDANT, BY CERTIFIED AND REGUALR MAIL TO 607 CATALPA STREET, SEYMORE, TN 37865 SIGNED FOR BY GRANT SCALF. CERT #70060810000145073978.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

3 8/27/2008 @ 2:00 PM SERVED DANIEL R. TONEY

SERVED DANIEL R. TONEY, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 153 BEAVER DRIVE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANIEL R. TONEY

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.

4 8/27/2008 @ 2:00 PM SERVED DAVID J. TONEY

SERVED DAVID J. TONEY, DEFENDANT AT HIS PLACE OF EMPLOYMENT, 153 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID J. TONEY

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.

5 8/28/2008 @ 1:45 PM SERVED JOHN J. TONEY

SERVED JOHN J. TONEY, DEFENDANT AT HIS PLACE OF EMPLOYMENT 153 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN J. TONEY

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.

6 8/14/2008 @ 10:28 AM SERVED MICHAEL L. TONEY

SERVED MICHAEL L. TONEY, DEFENDANT, AT HIS RESIDENCE 837 PARRISH ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN TONEY, WIFE OF DEFENDNT/ADULT AT RESIDENCE

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

7 8/26/2008 @ SERVED THE UNITED STATES OF AMERICA

SERVED THE UNITED STATES OF AMERICA, ATTY GENERAL OF THE US, ROOM 5111, MAIN JUSTICE BLDG, TENTH CONSTITUTION AVENUE NW, WASHINGTON, CE 20530 CERT #70060810000145074012. SIGNED FOR BY EARNEST

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

vs

LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, DAVID J. TONEY, JOHN J. TONEY AND MICHAEL L. TONEY, HEIRS OF PRISCILLA A. TONEY, DECEASED AND THE UNITED STATES OF AMERICA

8 8/21/2008 @ SERVED THE UNITED STATES OF AMERICA

SERVED THE UNITED STATES OF AMERICA, MARY BETH BUCHANON US ATTY GEN. FOR THE WESTERN DIST., 633 US POST OFFICE & COURTHOUSE, PITTSBURGH, PA 15219. CERT #70060810000145073862, BY HANDING TO G. S. A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

@ SERVED

NOW, SEPTEMBER 29, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR OCTOBER 3, 2008 AND RETURN WRIT AS UNSATISFIED.

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

DEPOSIT BANK, now FIRST : NO. 08 - 274 - C.D.
COMMONWEALTH BANK, :
 :
 : TYPE OF CASE: MORTGAGE
PLAINTIFF : FORECLOSURE
 :
VS. :
 :
LAURIE ANN PETERSON, GERILYN :
R. SCALF, DANIEL R. TONEY, DAVID :
J. TONEY, JOHN J. TONEY and :
MICHAEL L. TONEY, heirs of :
PRISCILLA A. TONEY, Deceased, and :
THE UNITED STATES OF AMERICA, :
 :
DEFENDANTS :

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: \$39,605.91

Costs: \$ _____

Total: \$ _____

Prothonotary costs 142.00

BY: William A. Shaw
William A. Shaw, Prothonotary

DATE: 7/17/08

Received this writ this 18th day
of July A.D. 2008
At 9:30 AM/P.M.

Christopher A. Howkins
Sheriff Dan Christopher Boller-Christopher

PROPERTY DESCRIPTION FOR
PRISCILLA A. TONEY PROPERTY
TAX PARCEL #128-C02-001-00210-00-21
AND #128-C02-001-00209-00-21

ALL that certain tract of land designated as Section No. 1, Lot 209 and Lot 210, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LAURIE ANN PETERSON

NO. 08-274-CD

NOW, January 15, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Laurie Ann Peterson, Gerilyn R. Scalf, Daniel R. Toney, David J. Toney, John J. Toney And Michael L. Toney, Heirs Of Priscilla A. Toney, Deceased And The United States Of America to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	62.01
LEVY	15.00
MILEAGE	22.23
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	23.28
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	90.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	76.05
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$423.57

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	39,605.91
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	160.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$39,765.91
--------------------------------	--------------------

COSTS:

ADVERTISING	1,169.85
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	423.57
LEGAL JOURNAL COSTS	90.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$1,825.42
--------------------	-------------------

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

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:

THE UNITED STATES OF AMERICA
ATTORNEY GENERAL OF THE U.S.
ROOM 5111, MAIN JUSTICE BLDG.
TENTH CONSTITUTION AVENUE NW
WASHINGTON, D.C. 20530

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

AUG 26 2008

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

7006 0810 0001 4507 4012

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 59
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49

Postmark Here
AUG 19 2008
CLEARFIELD PA 16830
USPS

Sent To
THE UNITED STATES OF AMERICA
MARY BETH BUCHANON
U.S. ATTORNEY GENERAL FOR THE
WESTERN DISTRICT OF PENNSYLVANIA
633 U.S. POST OFFICE AND COURTHOUSE
PITTSBURGH, PA 15219

PS Form 3800, June 2002

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

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Postage	\$ 59
Certified Fee	
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CLEARFIELD PA 16830
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PS Form 3800, June 2002

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633 U.S. POST OFFICE AND COURTHOUSE
PITTSBURGH, PA 15219

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

G.S. BUCHANON

C. Date of Delivery

08/21/08

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

7006 0810 0001 4507 3862

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature X <u>Grant Scalf</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Grant Scalf</u> C. Date of Delivery <u>9-2-08</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 10px auto; width: fit-content;"> GERILYN R. SCALF 607 CATALPA STREET SEYMORE, TN 37865 </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p style="text-align: center; font-size: 1.2em; font-weight: bold;">7006 0810 0001 4507 3978</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

7006 0810 0001 4507 3978

U.S. Postal Service™

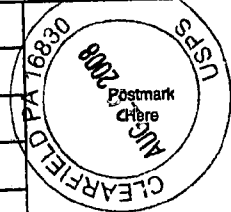
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ <u>59</u>
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>5.49</u>



Sent To

GERILYN R. SCALF
607 CATALPA STREET
SEYMORE, TN 37865

PS Form 3800, June 2002
See Reverse for Instructions

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE

SUITE 6

DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

September 29, 2008

Via facsimile only 765.5915

Cynthia Butler-Aughenbaugh
c/o Clearfield County Sheriff's Office
Clearfield County Courthouse
1 North Front Street, Suite 116
Clearfield, PA 16830

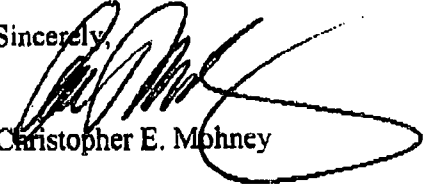
Re: Deposit Bank, now First Commonwealth Bank vs. Laurie Ann Peterson,
Daniel R. Toney, et. al.
No. 08-274-C.D.

Dear Cindy:

A sheriff sale is set for October 3, 2008 at 10:00 a.m. in the above-captioned matter. First Commonwealth Bank notified me this morning of it's wish to abandon the action. Please cancel the sale, return the writ marked as "unsatisfied", and refund unused costs.

If you have any questions or require anything further, please call me. Thank you.

Sincerely,


Christopher E. Mohney

Copy to: Terry Henry, First Commonwealth Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20808
NO: 08-274-CD

PLAINTIFF: DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

vs.

DEFENDANT: LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, DAVID J. TONEY, JOHN J. TONEY
AND MICHAEL L. TONEY, HEIRS OF PRISCILLA A. TONEY, DECEASED AND THE UNITED STATES OF AMERICA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/18/2008

LEVY TAKEN 8/6/2008 @ 2:00 PM

POSTED 8/6/2008 @ 2:00 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/15/2009

DATE DEED FILED

not sold

PROPERTY ADDRESS SECT. 1, LOT 209 & 210 A/K/A 1302 CROOKED ISLAND ROAD DUBOIS , PA 15801

FILED

013:55/30
JAN 15 2009

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$423.57

SURCHARGE \$160.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

Chester A. Hawkins
By Anthony Butler, Esq.

Chester A. Hawkins
Sheriff

DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

VS

LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, DAVID J. TONEY, JOHN J. TONEY AND MICHAEL L. TONEY, HEIRS OF PRISCILLA A. TONEY, DECEASED AND THE UNITED STATES OF AMERICA

1 8/27/2008 @ 12:00 PM SERVED LAURIE ANN PETERSON

SERVED, LAURIE ANN PETERSON, DEFENDANT, AT HER RESIDENCE 1080 CARSON HILL ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LAURIE ANN PERTERSON

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.

2 9/2/2008 @ SERVED GERILYN R. SCALF

SERVED GERILYN R. SCALF, DEFENDANT, BY CERTIFIED AND REGUALR MAIL TO 607 CATALPA STREET, SEYMORE, TN 37865 SIGNED FOR BY GRANT SCALF. CERT #70060810000145073978.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

3 8/27/2008 @ 2:00 PM SERVED DANIEL R. TONEY

SERVED DANIEL R. TONEY, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 153 BEAVER DRIVE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANIEL R. TONEY

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.

4 8/27/2008 @ 2:00 PM SERVED DAVID J. TONEY

SERVED DAVID J. TONEY, DEFENDANT AT HIS PLACE OF EMPLOYMENT, 153 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID J. TONEY

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.

5 8/28/2008 @ 1:45 PM SERVED JOHN J. TONEY

SERVED JOHN J. TONEY, DEFENDANT AT HIS PLACE OF EMPLOYMENT 153 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN J. TONEY

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.

6 8/14/2008 @ 10:28 AM SERVED MICHAEL L. TONEY

SERVED MICHAEL L. TONEY, DEFENDANT, AT HIS RESIDENCE 837 PARRISH ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN TONEY, WIFE OF DEFENDNT/ADULT AT RESIDENCE

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

7 8/26/2008 @ SERVED THE UNITED STATES OF AMERICA

SERVED THE UNITED STATES OF AMERICA, ATTY GENERAL OF THE US, ROOM 5111, MAIN JUSTICE BLDG, TENTH CONSTITUTION AVENUE NW, WASHINGTON, CE 20530 CERT #70060810000145074012. SIGNED FOR BY EARNEST

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

VS

LAURIE ANN PETERSON, GERILYN R. SCALF, DANIEL R. TONEY, DAVID J. TONEY, JOHN J. TONEY AND MICHAEL L. TONEY, HEIRS OF PRISCILLA A. TONEY, DECEASED AND THE UNITED STATES OF AMERICA

8 8/21/2008 @ SERVED THE UNITED STATES OF AMERICA

SERVED THE UNITED STATES OF AMERICA, MARY BETH BUCHANON US ATTY GEN. FOR THE WESTERN DIST., 633 US POST OFFICE & COURTHOUSE, PITTSBURGH, PA 15219. CERT #70060810000145073862, BY HANDING TO G. S. A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

@ SERVED

NOW, SEPTEMBER 29, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR OCTOBER 3, 2008 AND RETURN WRIT AS UNSATISFIED.

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

LAURIE ANN PETERSON, GERILYN
R. SCALF, DANIEL R. TONEY, DAVID
J. TONEY, JOHN J. TONEY and
MICHAEL L. TONEY, heirs of
PRISCILLA A. TONEY, Deceased, and
THE UNITED STATES OF AMERICA,

DEFENDANTS

NO. 08 - 274 - C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

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: \$39,605.91

Costs: \$ _____

Total: \$ _____

Prothonotary costs 142.00

BY: William A. Shaw
William A. Shaw, Prothonotary

DATE: 7/17/08

Received this writ this 18th day
of July A.D. 2008
At 9:30 AM/P.M.

Charles A. Hawke
Sheriff

PROPERTY DESCRIPTION FOR
PRISCILLA A. TONEY PROPERTY
TAX PARCEL #128-C02-001-00210-00-21
AND #128-C02-001-00209-00-21

ALL that certain tract of land designated as Section No: 1, Lot 209 and Lot 210, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LAURIE ANN PETERSON

NO. 08-274-CD

NOW, January 15, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Laurie Ann Peterson, Gerilyn R. Scaff, Daniel R. Toney, David J. Toney, John J. Toney And Michael L. Toney, Heirs Of Priscilla A. Toney, Deceased And The United States Of America to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	62.01
LEVY	15.00
MILEAGE	22.23
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	23.28
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	90.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	76.05
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$423.57

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	39,605.91
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	160.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$39,765.91
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COSTS:

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LIEN SEARCH	
ACKNOWLEDGEMENT	
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SHERIFF COSTS	423.57
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PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$1,825.42
--------------------	-------------------

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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ROOM 5111, MAIN JUSTICE BLDG.
TENTH CONSTITUTION AVENUE NW
WASHINGTON, D.C. 20530

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 4012

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1541

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

AUG 26 2008

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ YesU.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$

59

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

5.49



Sent To

THE UNITED STATES OF AMERICA
MARY BETH BUCHANON
U.S. ATTORNEY GENERAL FOR THE
WESTERN DISTRICT OF PENNSYLVANIA
633 U.S. POST OFFICE AND COURTHOUSE
PITTSBURGH, PA 15219

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, June 2002

Instructions

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$

59

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

5.49



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ATTORNEY GENERAL OF THE U.S.
ROOM 5111, MAIN JUSTICE BLDG.
TENTH CONSTITUTION AVENUE NW
WASHINGTON, D.C. 20530

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

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MARY BETH BUCHANON
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PITTSBURGH, PA 15219

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 3862

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1541

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A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

G.S. BUCHANON

C. Date of Delivery

08/21/08

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

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☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
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<p>1. Article Addressed to:</p> <p>GERILYN R. SCALF 607 CATALPA STREET SEYMORE, TN 37865</p>		<p>B. Received by (Printed Name) Grant Scalf</p>	<p>C. Date of Delivery 9-2-08</p>
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><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.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt 102595-02-M-1540</p>	

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 59
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49
<p>Sent To</p> <p>GERILYN R. SCALF 607 CATALPA STREET SEYMORE, TN 37865</p>	
<p>PS Form 3800, June 2002 See Reverse for Instructions</p>	

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE

SUITE 6

DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

September 29, 2008

Via facsimile only 765.5915

Cynthia Butler-Aughenbaugh
c/o Clearfield County Sheriff's Office
Clearfield County Courthouse
1 North Front Street, Suite 116
Clearfield, PA 16830

Re: Deposit Bank, now First Commonwealth Bank vs. Laurie Ann Peterson,
Daniel R. Toney, et. al.
No. 08-274-C.D.

Dear Cindy:

A sheriff sale is set for October 3, 2008 at 10:00 a.m. in the above-captioned matter. First Commonwealth Bank notified me this morning of it's wish to abandon the action. Please cancel the sale, return the writ marked as "unsatisfied", and refund unused costs.

If you have any questions or require anything further, please call me. Thank you.

Sincerely,


Christopher E. Mohney

Copy to: Terry Henry, First Commonwealth Bank

432

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. Mohny, 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



432

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. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
Treasure Lake Property Owners Association, Inc. 13 Treasure Lake DuBois, PA 15801			

PS Form 3817, January 2001



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

TO: DEFENDANTS
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:

3815 South West Temple
P.O. Box 65250,
Salt Lake City, UT 84115-4412

AND THE DEFENDANT:

438 Hill Street
Curwensville, PA 16833

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFE CTED BY THIS LIEN IS
725 Hill Street, Curwensville, PA 16833

Municipality: Curwensville

Scott A. Dietterick

ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: FCP 97199

CIVIL DIVISION

NO.: 08-266-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

U.S. Bank National Association, as
trustee, on behalf of the holders of the
CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

Scott A. Dietterick, Esquire

Pa. I.D. #55650

Kimberly A. Bonner, Esquire

Pa. I.D. #89705

Richard P. Haber, Esquire

Pa I.D. #202567

Eric Santos, Esquire

Pa. I.D. #201493

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

(908) 233-8500

(908) 233-1390 FAX

office@zuckergoldberg.com

File No.: FCP- 97199/ad

FILED Atty pd. \$95.00
M 11:03 AM
FEB 14 2008 HCC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Zucker, Goldberg & Ackerman, LLC
FCP-97199

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

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

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

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

NOTICE TO DEFEND

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

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

CIVIL DIVISION

NO.:

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencia escrita y redicando en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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CF1,

Plaintiff,

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Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants

CIVIL DIVISION

NO.:

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, which has its principal place of business at 3815 South West Temple P.O. Box 65250, Salt Lake City, UT 84115-4412.

2. The Defendants, Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen, are individuals whose last known address is 438 Hill Street, Curwensville, PA 16833.

Zucker, Goldberg & Ackerman, LLC
FCP-97199

3. On or about September 12, 2000, Randy L. Gillen and Kathy J. Gillen executed a Note in favor of Option One Mortgage Corporation in the original principal amount of \$55,200.00.

4. On or about September 12, 2000, as security for payment of the aforesaid Note, Randy L. Gillen and Kathy J. Gillen made, executed and delivered to Option One Mortgage Corporation a Mortgage in the original principal amount of \$55,200.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on September 14, 2000, Instrument #2000013656. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. The aforesaid Note and Mortgage was assigned by Option One Mortgage Corporation to National City Bank, pursuant to an assignment of mortgage dated August 22, 2001 and recorded on July 11, 2002 in the Office of the Recorder of Deeds for Clearfield County in Instrument # 200210983.

6. The aforesaid Note and Mortgage was further assigned by National City Bank to U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, plaintiff herein, pursuant to an assignment of mortgage to be recorded.

7. Defendants are record and real owners of the aforesaid mortgaged premises.

8. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

9. On or about November 30, 2007, Defendant(s) were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to

Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 52,943.10
Interest through 01/16/2008	\$ 3,936.26
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 450.44
Suspense Balance	\$ - 132.62
Escrow	\$ 470.28
Bad Check/NSF	\$ 40.00
Total	\$ 61,457.46

plus interest on the principal sum (\$52,943.10) from January 16, 2008, at the rate of \$17.22 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$61,457.46, with interest thereon at the rate of \$17.22 per diem from January 16, 2008, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

Scott A. Dietterick, Esquire

PA I.D. # 55650

Kimberly A. Bonner, Esquire

PA I.D.#89705

Richard P. Haber, Esquire

PA I.D.#202567

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

908-233-8500

FAX 908-233-1390

EXHIBIT A

WHEN RECORDED MAIL TO:

OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57076
IRVINE, CA 92619-7076

ATTN: QUALITY CONTROL

Loan Number: 061033262
Servicing Number: 366779-7
Parcel Number: 6.2-H10-294-67

I hereby certify this to be a TRUE and
EXACT copy of the original document.

[Signature]

[Space: Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 2000. The mortgagor is
RANDY L. GILLEN AND KATHY J. GILLIN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA
address is 3 Ada, Irvine, CA 92618

, and whose

Borrower owes Lender the principal sum of
FIFTY FIVE THOUSAND TWO HUNDRED

105
MORTGAGE

("Lender").

... AND NO/100THs Dollars (U.S. \$55,200.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on October 01, 2030. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of
this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Clearfield County, Pennsylvania:

6.2-H10-294-67

ALL THAT CERTAIN PARCEL OF LAND AND IMPROVEMENTS THEREON SITUATE IN CURWENSVILLE
BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA AND DESIGNATED AS PARCEL NO. 6.2-H10-294-67
AND MORE FULLY DESCRIBED IN A DEED DATED
02/04/1993 AND RECORDED IN CLEARFIELD COUNTY DEED/RECORD BOOK VOLUME 1529, PAGE 239.

which has the address of 725 HILL STREET, CURWENSVILLE

Pennsylvania 16833
[Zip Code]

("Property Address");

[Street, City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

PENNSYLVANIA - Single Family
Page 1 of 8

PAD10011 (06/11/98)

All of the foregoing is referred to in this Security Instrument as the "Property."

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument: (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with

any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does

not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other (required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

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

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

29. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with

Loan Number: 061033262

Servicing Number: 366779-7

Date: 09/12/00

this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law. permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. **Clerical Error.** In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. **Lost Stolen, Destroyed or Mutilated Security Instrument and Other Documents.** In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. **Assignment of Rents.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> No Prepayment Penalty Option Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Occupancy Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

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

Witnesses:

_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower

Certificate of Residence

the within-named Mortgagee is
 3 Ada, Irvine CA 92618
 Witness my hand this 12th day of September 2000

, do hereby certify that the correct address of

_____ 2000
 Agent of Mortgagee
 PAD10017 (06/11/98)

Loan Number: 061033262

Servicing Number: 366779-7

Date:

09/12/00

COMMONWEALTH OF PENNSYLVANIA,

County ss:

On this, the 12TH day of September, 2000, before me, the undersigned officer, personally appeared

Randy L. Gillen and Kathy J. Gillen
known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARIAL SEAL
JENNIFER M. MALONEY, NOTARY PUBLIC
STATE COLLEGE BORO, CENTRE CO.
MY COMMISSION EXPIRES APRIL 7, 2004



Title of Officer

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

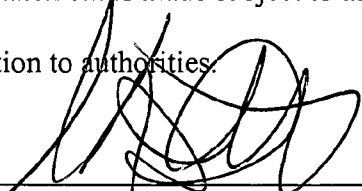
BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

DEED FROM KATHY J. COLLINS N/K/A KATHY J. GILLEN AS SET FORTH IN DEED INST #, 200013655 DATED 09/12/2000 AND RECORDED 09/14/2000, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

VERIFICATION

Scott A. Dietterick, Esquire hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Scott A. Dietterick, Esquire
PA I.D.#55650

Dated: 01/31/2008

JA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005

Plaintiff

vs.

RANDY L. GILLEN a/k/a RANDY GILLEN;
KATHY J. GILLEN a/k/a KATHY GILLEN

Defendants

CIVIL DIVISION

NO. 08-266-CD

FILED

MAR 28 2008

019:50/W
William A. Shaw
Prothonotary/Clerk of Courts

1 SENT TO DEPT.
W/O ORDA

1 SENT TO DEPT
W/ORDA

REQUEST FOR EXTENSION OF TIME TO ANSWER COMPLAINT

Randy L. Gillen and Kathy J. Gillen, *pro se* Defendants, hereby request an extension of time to file an Answer to the Complaint in the above captioned matter, and in support thereof state as follows:

1. Defendants were served with the Complaint in this matter on March 14, 2008 and are advised that their Answer is due on or before April 3, 2008.

2. On March 18, 2008, Defendants notified counsel for Plaintiffs by e-mail, facsimile, and certified mail that they dispute the validity of the debt set forth in Plaintiff's Complaint to include portions thereof and requested written verification of costs totaling in excess of \$8,600.00, *of which \$2,500 alone was for an alleged title search of the property.* This information has not yet been provided by Plaintiff.

3. Defendants have made payments on the mortgage that do not appear to have been deducted from the amount claimed by Plaintiffs as owing on January 16, 2008, and are continuing to make payments to catch up the arrears.

4. On March 18, 2008, Defendants also requested via facsimile reinstatement information from the Plaintiff's pay off department. This information has not yet been provided by the Plaintiff.

5. Defendants are attempting to pay the past due sums and have their mortgage reinstated.

6. Defendants have seven children, three living at home, of whom two are minors. Defendants are grieving the loss of their 20 year old son who died suddenly on January 20, 2008. Defendant Randy Gillen is a carpenter by trade and the sole financial provider for the family; however, work has been very scarce during the winter months.


7. Defendants request an extension of time to permit them to settle this matter and bring their mortgage current.

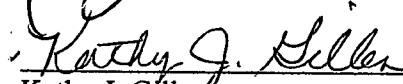
8. Plaintiff's Complaint contains a Notice stating in part, "*EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS YOU MAY OBTAIN AN EXTENSION OF THAT TIME.*"

9. No prejudice will result to the Plaintiff by granting an extension.

WHEREFORE, Defendants respectfully request that this Honorable Court enter an order extending the time for Defendants to answer the Plaintiffs' Complaint for a period of ninety (90) days from April 3, 2008, or until July 3, 2008.

This 28th day of March, 2008.


Randy L. Gillen, *pro se*


Kathy J. Gillen, *pro se*
438 Hill Street
Curwensville, PA 16833
(814)761-0264

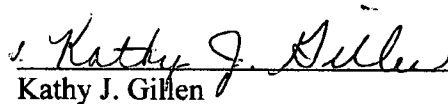
VERIFICATION

We hereby swear and affirm upon personal knowledge and under the penalties of perjury that the contents of the foregoing Request for Extension of Time to Answer the Complaint are true.

3/27/08
Date


Randy L. Gillen

3-27-08
Date


Kathy J. Gillen

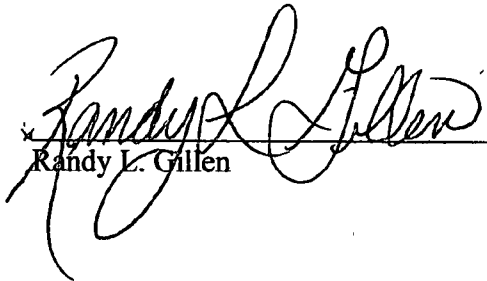
CERTIFICATE OF SERVICE

I hereby certify that a copy of the Request for Extension of Time to Answer Complaint, Rule to Show Cause and proposed Order to Show Cause were served upon Plaintiff by 1st class mail to:

Scott A. Dietterick, Esquire
Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
Attorneys for Plaintiffs

A copy was also served by facsimile to (908) 233-1390, the fax number listed for Plaintiff's counsel on the Complaint.

This 28th day of MARCH, 2008.


Randy L. Gillen

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005

Plaintiff

vs.

RANDY L. GILLEN a/k/a RANDY GILLEN;
KATHY J. GILLEN a/k/a KATHY GILLEN

Defendants

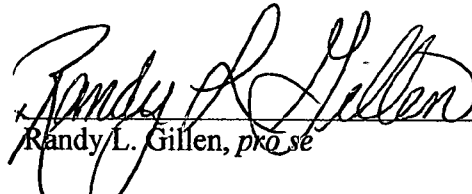
CIVIL DIVISION

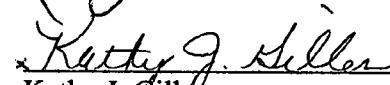
NO. 08-266-CD

RULE TO SHOW CAUSE

NOW COME Defendants, *pro se*, who request an order requiring the Plaintiff to show cause why the relief requested in Defendants' Request of an Extension of Time to Answer the Complaint should not be granted. In support thereof, Defendants adopt by reference their Request for an Extension of Time as if fully and completely set forth herein.

WHEREFORE, Defendants request that this Honorable Court grant their Request and further enter an order extending the time for Defendants to answer the Plaintiffs' Complaint for a period of ninety (90) days from April 3, 2008, or until July 3, 2008.


Randy L. Gillen, *pro se*


Kathy J. Gillen, *pro se*

CP

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

U.S. BANK NATIONAL ASSOCIATION, *
AS TRUSTEE, ON BEHALF OF THE *
HOLDERS OF THE CSFB MORTGAGE *
PASS-THROUGH CERTIFICATES, *
SERIES 2005 *
Plaintiff *

vs. *

NO. 08-266-CD *

RANDY L. GILLEN a/k/a RANDY *
GILLEN; *
KATHY J. GILLEN a/k/a KATHY GILLEN*
Defendants *

FILED

MAR 28 2008

6/4:00 (✓)
William A. Shaw
Prothonotary/Clerk of Courts

CERT. TO

ATTY

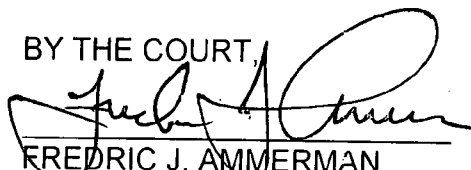
DIETTERICH
&

DEFF.

ORDER

NOW, this 28th day of March, 2008, in consideration of the Defendants Pro Se request for Extension of Time to Answer Complaint, it is the ORDER of this Court that the request be granted. The Defendants shall have until no later than Friday, June 27th, 2008 to file an Answer to the Plaintiffs complaint.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

MAR 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3-28-08

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 X Defendant(s) Defendant(s) Attorney

 Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 29, 2008 AT 1:59 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILLEN aka RANDY GILLEN DEFENDANT AT 438 HILL ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARRON COLLINS, STEPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
0 2:45 p.m. 6K
JUN 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 29, 2008 AT 1:59 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. GILLEN aka KATHY GILLEN DEFENDANT AT 438 HILL ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARRON COLLINS, STEPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 26, 2008, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILLEN aka RANDY GILLEN.

NOW, March 05, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILLEN aka RANDY GILLEN, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

THE RANDY GILLEN AT 113 MAIN ST. 2, BROOKVILLE, PA. IS THE SON.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 26, 2008, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. GILLEN aka KATHY GILLEN.

NOW, March 05, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. GILLEN aka KATHY GILLEN, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

THE RANDY GILLEN @ 113 MAIN ST. 2, BROOKVILLE, PA. IS THE SON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ZUCKER	162913	40.00
SHERIFF HAWKINS	ZUCKER	162913	42.06
JEFFERSON CO.	ZUCKER	164879	27.05

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


by 
Chester A. Hawkins
Sheriff

No. 08-266 C.D.

Now, March 5, 2008 I return the Notice and Complaint in Mortgage Foreclosure for RANDY L. GILLEN and KATHY J. GILLEN, Defendants, to the Clearfield County Sheriff's Office marked "not found; there was a Randy Gillen at the address that was given but he stated that we are looking for his father that lives at 973 Hill Street, Curwensville, PA 16830 which is located in Clearfield County".

Advance Costs Received:	\$125.00	
My Costs:	25.05	Paid
Prothy:	2.00	
Total Costs:	27.05	
REFUNDED:	\$ 97.95	

So Answers,

Sworn and subscribed

to before me this 7th

day of March 2008

By Dorinda Selors, deputy

My Commission Expires the
1st Monday, January 2010

Prothonotary

Carl J. Gotwald Sr. Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

TO: DEFENDANTS
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:

3815 South West Temple
P.O. Box 65250
Salt Lake City, UT 84115-4412
AND THE DEFENDANT:
438 Hill Street
Curwensville, PA 16833

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFECTED BY THIS LIEN IS
725 Hill Street, Curwensville PA 16833
Municipality: Curwensville

Scott A. Dietterick

ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: FCP 97199

CIVIL DIVISION

NO.: 08-266-C.D

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

U.S. Bank National Association, as
trustee, on behalf of the holders of the
CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
Richard P. Haber, Esquire
Pa. I.D. #202567
Eric Santos, Esquire
Pa. I.D. #201493

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: FCP- 97199/ad

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

FEB 14 2008

Attest.

Zucker, Goldberg & Ackerman, LLC

FCP-97199

William A. Shaw
Prothonotary/
Clerk of Courts

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

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

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

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

U.S. BANK NATIONAL ASSOCIATION, AS	:	CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS	:	
OF THE CSFB MORTGAGE PASS-	:	NO.:
THROUGH CERTIFICATES, SERIES 2005-	:	
CF1,	:	

VS.

Defendants.

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

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

CIVIL DIVISION

NO.:

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencia escrita y redicanco en la Courte por escrito sus defensas de, y objecciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants

CIVIL DIVISION

NO.:

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, which has its principal place of business at 3815 South West Temple P.O. Box 65250, Salt Lake City, UT 84115-4412.
2. The Defendants, Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen , are individuals whose last known address is 438 Hill Street, Curwensville, PA 16833.

Zucker, Goldberg & Ackerman, LLC
FCP-97199

3. On or about September 12, 2000, Randy L. Gillen and Kathy J. Gillen executed a Note in favor of Option One Mortgage Corporation in the original principal amount of \$55,200.00.
4. On or about September 12, 2000, as security for payment of the aforesaid Note, Randy L. Gillen and Kathy J. Gillen made, executed and delivered to Option One Mortgage Corporation a Mortgage in the original principal amount of \$55,200.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on September 14, 2000, Instrument #2000013656. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.
5. The aforesaid Note and Mortgage was assigned by Option One Mortgage Corporation to National City Bank, pursuant to an assignment of mortgage dated August 22, 2001 and recorded on July 11, 2002 in the Office of the Recorder of Deeds for Clearfield County in Instrument # 200210983.
6. The aforesaid Note and Mortgage was further assigned by National City Bank to U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, plaintiff herein, pursuant to an assignment of mortgage to be recorded.
7. Defendants are record and real owners of the aforesaid mortgaged premises.
8. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.
9. On or about November 30, 2007, Defendant(s) were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to

Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 52,943.10
Interest through 01/16/2008	\$ 3,936.26
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 450.44
Suspense Balance	\$ - 132.62
Escrow	\$ 470.28
Bad Check/NSF	\$ 40.00
Total	\$ 61,457.46

plus interest on the principal sum (\$52,943.10) from January 16, 2008, at the rate of \$17.22 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$61,457.46, with interest thereon at the rate of \$17.22 per diem from January 16, 2008, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

Scott A. Dietterick, Esquire

PA I.D. # 55650

Kimberly A. Bonner, Esquire

PA I.D.#89705

Richard P. Haber, Esquire

PA I.D.#202567

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

908-233-8500

FAX 908-233-1390

EXHIBIT A

WHEN RECORDED MAIL TO:

OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57076
IRVINE, CA 92619-7076

ATTN: QUALITY CONTROL

Loan Number: 061033262
Servicing Number: 366779-7
Parcel Number: 6.2-H10-294-67

I hereby certify this to be a TRUE and
EXACT copy of the original document.

[Signature]

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 2000
RANDY L. GILLEN AND KATHY J. GILLEN, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA
address is 3 Ada, Irvine, CA 92618

, and whose

Borrower owes Lender the principal sum of
FIFTY FIVE THOUSAND TWO HUNDRED



("Lender").

... AND NO/100THS Dollars (U.S. \$55,200.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 01, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

6.2-H10-294-67

ALL THAT CERTAIN PARCEL OF LAND AND IMPROVEMENTS THEREON SITUATE IN CURWENSVILLE BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA AND DESIGNATED AS PARCEL NO. 6.2-H10-294-67 AND MORE FULLY DESCRIBED IN A DEED DATED 02/04/1993 AND RECORDED IN CLEARFIELD COUNTY DEED/RECORD BOOK VOLUME 1529, PAGE 239.

which has the address of 725 HILL STREET, CURWENSVILLE

Pennsylvania 16833
(Zip Code)

("Property Address");

(Street, City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

PENNSYLVANIA - Single Family
Page 1 of 8

PAD10011 (06/11/98)

All of the foregoing is referred to in this Security Instrument as the "Property."

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument: (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with

any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does

not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other (required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

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

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

29. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with

Loan Number: 061033262

Servicing Number: 366779-7

Date:

09/12/00

this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law. Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. **Clerical Error.** In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. **Lost Stolen, Destroyed or Mutilated Security Instrument and Other Documents.** In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. **Assignment of Rents.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ No Prepayment Penalty Option Rider

☐ Planned Unit Development Rider

☐ Occupancy Rider

☐ Other(s) (specify)

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

Witnesses:

_____	_____ (Seal)
_____	_____ -Borrower
_____	_____ (Seal)
_____	_____ -Borrower
Kathy J. Gillen	_____ (Seal)
KATHY J. GILLEN	_____ -Borrower
Sandy L. Gillen	_____ (Seal)
SANDY L. GILLEN	_____ -Borrower
Certificate of Residence	_____ (Seal)
_____	_____ -Borrower

the within-named Mortgagee is
3 Ada Irvine CA 92618
Witness my hand this 12th day of September 2000

, do hereby certify that the correct address of

_____ 2000
Agent of Mortgagee
PAD10017 (06/11/98)

Loan Number: 061033262

Servicing Number: 366779-7

Date:

09/12/00

COMMONWEALTH OF PENNSYLVANIA,

County ss:

On this, the 12th day of September, 2000, before me, the undersigned officer, personally appeared

Randy L. Gillen and Keston J. Gillen
known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARIAL SEAL
JENNIFER M. MALONEY, NOTARY PUBLIC
STATE COLLEGE BORO, CENTRE CO.
MY COMMISSION EXPIRES APRIL 7, 2004

J. Maloney

Title of Officer

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

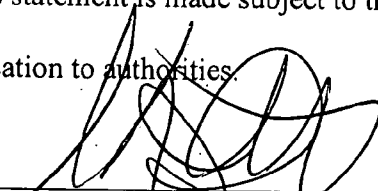
BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

DEED FROM KATHY J. COLLINS N/K/A KATHY J. GILLEN AS SET FORTH IN DEED INST #, 200013655 DATED 09/12/2000 AND RECORDED 09/14/2000, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

VERIFICATION

Scott A. Dietterick, Esquire hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Scott A. Dietterick, Esquire
PA I.D.#55650

Dated: 01/31/2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

TO: DEFENDANTS
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:
3815 South West Temple
P.O. Box 65250,
Salt Lake City, UT 84115-4412
AND THE DEFENDANT:
438 Hill Street
Curwensville, PA 16833

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFE CTED BY THIS LIEN IS
725 Hill Street, Curwensville PA 16833
Municipality: Curwensville

Scott A. Dietterick
ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: FCP 97199

CIVIL DIVISION

NO.: 08-266-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:
U.S. Bank National Association, as
trustee, on behalf of the holders of the
CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

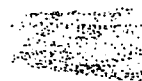
Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
Richard P. Haber, Esquire
Pa I.D. #202567
Eric Santos, Esquire
Pa. I.D. #201493

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: FCP- 97199/ad

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

FEB 14 2008

Attest.



William A. Bonner
Prothonotary/
Clerk of Courts

Zucker, Goldberg & Ackerman, LLC
FCP-97199

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

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

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

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants.

CIVIL DIVISION

NO.:

NOTICE TO DEFEND

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

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendants.

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencia escrita y redicanco en la Courte por escrito sus defensas de, y objecciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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IN THE COURT OF COMMON PLEAS OF
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U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants

CIVIL DIVISION

NO.:

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, which has its principal place of business at 3815 South West Temple P.O. Box 65250, Salt Lake City, UT 84115-4412.

2. The Defendants, Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a/k/a Kathy Gillen, are individuals whose last known address is 438 Hill Street, Curwensville, PA 16833.

3. On or about September 12, 2000, Randy L. Gillen and Kathy J. Gillen executed a Note in favor of Option One Mortgage Corporation in the original principal amount of \$55,200.00.
4. On or about September 12, 2000, as security for payment of the aforesaid Note, Randy L. Gillen and Kathy J. Gillen made, executed and delivered to Option One Mortgage Corporation a Mortgage in the original principal amount of \$55,200.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on September 14, 2000, Instrument #2000013656. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.
5. The aforesaid Note and Mortgage was assigned by Option One Mortgage Corporation to National City Bank, pursuant to an assignment of mortgage dated August 22, 2001 and recorded on July 11, 2002 in the Office of the Recorder of Deeds for Clearfield County in Instrument # 200210983.
6. The aforesaid Note and Mortgage was further assigned by National City Bank to U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, plaintiff herein, pursuant to an assignment of mortgage to be recorded.
7. Defendants are record and real owners of the aforesaid mortgaged premises.
8. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.
9. On or about November 30, 2007, Defendant(s) were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to

Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 52,943.10
Interest through 01/16/2008	\$ 3,936.26
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 450.44
Suspense Balance	\$ - 132.62
Escrow	\$ 470.28
Bad Check/NSF	\$ 40.00
Total	\$ 61,457.46

plus interest on the principal sum (\$52,943.10) from January 16, 2008, at the rate of \$17.22 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$61,457.46, with interest thereon at the rate of \$17.22 per diem from January 16, 2008, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

Scott A. Dietterick, Esquire

PA I.D. # 55650

Kimberly A. Bonner, Esquire

PA I.D.#89705

Richard P. Haber, Esquire

PA I.D.#202567

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

908-233-8500

FAX 908-233-1390

EXHIBIT A

WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57076
IRVINE, CA 92619-7076

ATTN: QUALITY CONTROL

Loan Number: 061033262
Servicing Number: 366779-7
Parcel Number: 6.2-H10-294-67

I hereby certify this to be a TRUE and
EXACT copy of the original document.

[Signature]

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 2000
RANDY L. GILLEN AND KATHY J. GILLIN, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA
address is 3 Ada, Irvine, CA 92618

, and whose

Borrower owes Lender the principal sum of
FIFTY FIVE THOUSAND TWO HUNDRED

105



MORTGAGE

("Lender").

AND NO/100THS Dollars (U.S. \$55,200.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 01, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

6.2-H10-294-67

ALL THAT CERTAIN PARCEL OF LAND AND IMPROVEMENTS THEREON SITUATE IN CURWENSVILLE BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA AND DESIGNATED AS PARCEL NO. 6.2-H10-294-67 AND MORE FULLY DESCRIBED IN A DEED DATED 02/04/1993 AND RECORDED IN CLEARFIELD COUNTY DEED/RECORD BOOK VOLUME 1529, PAGE 239.

which has the address of 725 HILL STREET, CURWENSVILLE

Pennsylvania

16833
[Zip Code]

("Property Address");

[Street, City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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PAD10011 (06/11/98)

All of the foregoing is referred to in this Security Instrument as the "Property."

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument: (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with

any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does

not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law. The holder of the Note and this Security Instrument shall be deemed to be the Lender hereunder.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other (required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

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

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. Misrepresentation and Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

29. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with

Loan Number: 061033262

Servicing Number: 366779-7

Date:

09/12/00

this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law. permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. Clerical Error. In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. Lost Stolen, Destroyed or Mutilated Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ No Prepayment Penalty Option Rider

☐ Planned Unit Development Rider

☐ Occupancy Rider

☐ Other(s) (specify)

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

Witnesses:

_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower

Certificate of Residence

the within-named Mortgagee is

Witness my hand this

30th day of September

12th

day of September

, do hereby certify that the correct address of

2000

_____ Agent of Mortgagee
PAD10017 (06/11/98)

Loan Number: 061033262

Servicing Number: 366779-7

Date:

09/12/00

COMMONWEALTH OF PENNSYLVANIA,

County ss:

On this, the 12th day of September, 2000, before me, the undersigned officer, personally appeared

Randy L. Gillen and Kathy J. Gillen
known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

NOTARIAL SEAL
JENNIFER M. MALONEY, NOTARY PUBLIC
STATE COLLEGE BORO., CENTRE CO.
MY COMMISSION EXPIRES APRIL 7, 2004

Jennifer M. Maloney

Title of Officer

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

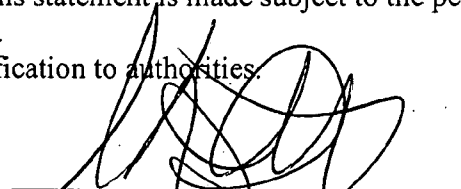
BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

DEED FROM KATHY J. COLLINS N/K/A KATHY J. GILLEN AS SET FORTH IN DEED INST #, 200013655 DATED 09/12/2000 AND RECORDED 09/14/2000, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

VERIFICATION

Scott A. Dietterick, Esquire hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Scott A. Dietterick, Esquire
PA I.D.#55650

Dated: 01/31/2008

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED (E)

JUL 14 2008
m/2:00/W
William A. Shaw
Prothonotary/Clerk of Courts
Sent w/ motion
TO DEPT.

U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1,

CIVIL DIVISION

No.: 08-266-CD

ISSUE NUMBER:

Plaintiff

TYPE OF PLEADING:

**PRAECIPE FOR DEFAULT
JUDGMENT**

(Mortgage Foreclosure)

vs.

Randy L. Gillen aka Randy Gillen; Kathy
J. Gillen aka Kathy Gillen;

FILED ON BEHALF OF:

Defendant(s).

U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1
Plaintiff

I Hereby certify that the last known address
of Defendant(s) is/are:

438 Hill Street
Curwensville, PA 16833

Eric Santos

Attorney for Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG & ACKERMAN,
LLC

Scott A. Dietterick, Esquire

Pa I.D.# 55650

Kimberly A. Bonner, Esquire

Pa I.D. #89705

Richard P. Haber, Esquire

Pa I.D. #202567

Eric Santos, Esquire

Pa I.D. #201493

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
Atty File No.: FCP-97199

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen;

Defendant(s).

CIVIL DIVISION

NO.: 08-266-CD

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant(s), Kathy J. Gillen and Randy Gillen, h/w, in the amount of \$64,667.49 which is itemized as follows for failure to file an Answer:

Principal	\$52,943.10
Interest through 07/11/08	\$6,984.20
Attorneys' Fees	\$1,250.00
Title Search & Costs	\$2,500.00
Late Charges	\$ 612.53
Suspense Balance	\$- 132.62
Escrow	\$ 470.28
Bad Check/NSF	\$ 40.00
Total	\$64,667.49

plus interest on the principal sum (\$52,943.10) from July 11, 2008, at the rate of \$17.22 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

By: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
Atty File No.: FCP-97199

Zucker, Goldberg & Ackerman, LLC
FCP-97199

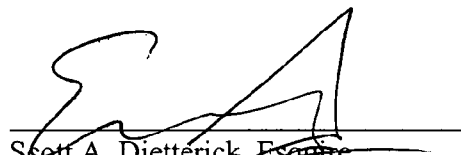
AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

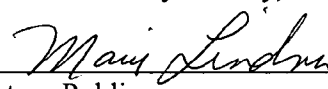
COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his/her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.



Scott A. Dietterick, Esquire
Kimberly A. Bonner, Esquire
Richard P. Haber, Esquire
Eric Santos, Esquire

Sworn to and subscribed before me
This // day of July, 2008



Notary Public

My Commission Expires:

MARIE LINDNER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/10/2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy
J. Gillen aka Kathy Gillen;

Defendant.

CIVIL DIVISION

NO.: 08-266-CD

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Randy L. Gillen aka Randy Gillen

- () Plaintiff
(X) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in
the above captioned proceeding on July 14, 2008.

- () A copy of the Order or Decree is enclosed,
or
(X) The judgment is as follows: \$64,667.49

plus interest on the principal sum (\$52,943.10) from July 11, 2008, at the rate of \$17.22
per diem, plus additional late charges, and costs (including additional escrow advances),
additional attorneys' fees and costs and for foreclosure and sale of the mortgaged
premises.


Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy
J. Gillen a/k/a Kathy Gillen;

Defendant.

CIVIL DIVISION

NO.: 08-266-CD

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Kathy J. Gillen a/k/a Kathy Gillen

- () Plaintiff
(X) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in
the above captioned proceeding on July 14, 2008.

- () A copy of the Order or Decree is enclosed,
or
(X) The judgment is as follows: \$64,667.49

plus interest on the principal sum (\$52,943.10) from July 11, 2008, at the rate of \$17.22
per diem, plus additional late charges, and costs (including additional escrow advances),
additional attorneys' fees and costs and for foreclosure and sale of the mortgaged
premises.


~~Deputy~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

COPY

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 29, 2008 AT 1:59 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILLEN aka RANDY GILLEN DEFENDANT AT 438 HILL ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARRON COLLINS, STEPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

97199

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 29, 2008 AT 1:59 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. GILLEN aka KATHY GILLEN DEFENDANT AT 438 HILL ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARRON COLLINS, STEPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on behalf
of the holders of the CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen

Defendant.

CIVIL DIVISION

NO.: 08-266-CD

IMPORTANT NOTICE

TO: Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16833

DATE OF NOTICE: 6/30/2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR 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.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on behalf
of the holders of the CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen

Defendant.

CIVIL DIVISION

NO.: 08-266-CD

AVISO IMPORTANTE

TO: Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16833

FECHA DEL AVISO: 6/30/2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

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Harrisburg, PA 17108
Phone (800) 692-7375

ZUCKER, GOLDBERG & ACKERMAN

BY: **Scott A. Dietterick**

Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA I.D. # 55650
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, NJ 07092-0024
(717) 533-3560

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on behalf
of the holders of the CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

CIVIL DIVISION

NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen

Defendant.

IMPORTANT NOTICE

TO: Randy L. Gillen aka Randy Gillen
438 Hill Street
Curwensville, PA 16833

DATE OF NOTICE: 6/30/2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR 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.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on behalf
of the holders of the CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

CIVIL DIVISION

NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen

Defendant.

AVISO IMPORTANTE

TO: Randy L. Gillen aka Randy Gillen
438 Hill Street
Curwensville, PA 16833

FECHA DEL AVISO: 6/30/2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

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Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

ZUCKER, GOLDBERG & ACKERMAN

BY: **Scott A. Dietterick**

Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA I.D. # 55650
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, NJ 07092-0024
(717) 533-3560

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

97199

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Docket No.: 08-266-CD

Execution No.:

Plaintiff,

vs.

RANDY L. GILLEN AKA RANDY GILLEN;
KATHY J. GILLEN AKA KATHY GILLEN

Defendants.

To the Prothonotary of Clearfield County:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER
ON THE FOLLOWING DESCRIBED REAL ESTATE:

See Exhibit "A" attached.

Amount Due	\$64,667.49
Interest from 07/11/2008 to date of sale	\$4,838.40
Total	\$69,505.89
	plus costs to be added
Plus Costs (Costs to be added)	

\$ 135.00 **Prothonotary costs**

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

Dated: August 22, 2008

FILED 10089 writs
M/11/02/08 w/prop. desc.
SEP 05 2008 to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd \$20.00

Zucker, Goldberg & Ackerman, LLC
FCP-97199

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS N/K/A KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h/w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Docket No.: 08-266-CD

Execution No.:

Plaintiff,

vs.

RANDY L. GILLEN AKA RANDY GILLEN;
KATHY J. GILLEN AKA KATHY GILLEN

Defendants.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$64,667.49
INTEREST from 07/11/2008 to date of sale	\$4,838.40

Total	\$69,505.89
	plus costs to be added

(Costs to be added)

[¢] 135.00 Prothonotary costs

Prothonotary:

By: William L. Ackerman

Clerk

Date: 9/5/08

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS N/K/A KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

RANDY L. GILLEN AKA RANDY GILLEN;
KATHY J. GILLEN AKA KATHY GILLEN

Defendants.

Docket No.: 08-266-CD

Execution No.:

FILED
m/12:55/61
SEP 05 2008
610

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129.1

U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at 725 Hill Street, Curwensville, PA 16833.

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

KATHY J. GILLEN AND RANDY GILLEN, HW
438 Hill Street
Curwensville, PA 16833

2. Name and Address of Defendant(s) in the Judgment:

RANDY L. GILLEN AKA RANDY GILLEN
438 Hill Street
Curwensville, PA 16833

KATHY J. GILLEN AKA KATHY GILLEN
438 Hill Street
Curwensville, PA 16833

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1
Plaintiff

NATIONAL CITY BANK, AS TRUSTEE
C/O NATIONAL CITY BANK, AS TRUSTEE
1040 NORTH KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034

Discover Bank
985 OLD EAGLE SCHOOL ROAD, SUITE 505
WAYNE, PA 19087
AND
C/O ERIC M. BERMAN, PC
985 OLD EAGLE SCHOOL ROAD, SUITE 505
WAYNE, PA 19087

4. Name and Address of the last record holder of every mortgage of record:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2005-CF1
Plaintiff

OPTION ONE MORTGAGE CORPORATION
3 ADA, IRVINE
CA 92618
AND
180 EAST 5TH STREET
SAINT PAUL, MN 55101

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

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

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

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS
725 Hill Street
Curwensville, PA 16833

UNKNOWN SPOUSE
438 Hill Street
Curwensville, PA 16833

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

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

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: August 22, 2008

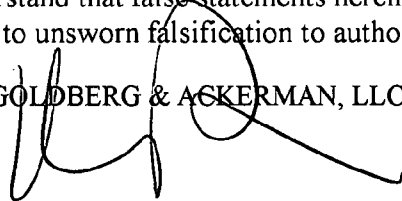
BY: 
Scott A. Dieterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

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Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

Docket No.: 08-266-CD

Execution No.:

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendants.

To the Prothonotary of Clearfield County:

**ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER
ON THE FOLLOWING DESCRIBED REAL ESTATE:**

See Exhibit "A" attached.

Amount Due	\$64,667.49
Interest from 07/11/2008 to date of sale	\$4,649.40

Total \$69,316.89

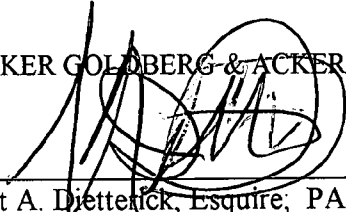
plus costs to be added

Plus Costs (Costs to be added)

\$155.00 Prothonotary costs

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: February 23, 2009

BY: 
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

FILED

MAR 02 2009

2 cc @ 9 writs
w/ prop desc.
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Atty Pd. 20.00

(611)

Zucker, Goldberg & Ackerman, LLC
FCP-97199

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

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Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h/w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

Docket No.: 08-266-CD

Execution No.:

AFFIDAVIT PURSUANT TO RULE 3129.1

U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at 725 Hill Street, Curwensville, PA 16833.

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

KATHY J. GILLEN AND RANDY GILLEN, H/W
438 Hill Street
Curwensville, PA 16833

2. Name and Address of Defendant(s) in the Judgment:

RANDY L. GILLEN AKA RANDY GILLEN
438 Hill Street
Curwensville, PA 16833

KATHY J. GILLEN A/K/A KATHY GILLEN
438 Hill Street
Curwensville, PA 16833

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1
Plaintiff

4. Name and Address of the last record holder of every mortgage of record:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2005-CF1

Plaintiff

NATIONAL CITY BANK
180 East 5th Street
St. Paul, MN 55101

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

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

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

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DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

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Curwensville, PA 16833

UNKNOWN SPOUSE
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Curwensville, PA 16833

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

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

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: February 23, 2009

BY: 

Scott A. Dretterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

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Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h/w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

Docket No.: 08-266-CD

Execution No.:

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$64,667.49
INTEREST from 07/11/2008 to date of sale	\$4,649.40

Total \$69,316.89

plus costs to be added

(Costs to be added) 155.00 Prothonotary costs

Prothonotary:

By:

William L. Hanger
Clerk

Date: 3/2/09

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

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Address: 725 Hill Street, Curwensville, PA 16833.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20840
NO: 08-266-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE ON BEHALF OF THE HOLDERS OF THE CSFB
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1

vs.

DEFENDANT: RANDY L. GILLEN A/K/A RANDY GILLEN AND KATHY J. GILLEN A/K/A KATHY GILLEN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/5/2008

LEVY TAKEN 9/29/2008 @ 2:09 PM

POSTED 9/29/2008 @ 2:09 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/21/2009

DATE DEED FILED NOT SOLD

FILED
0110:4357
APR 21 2009
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@

SERVED KATHY J. GILLEN A/K/A KATHY GILLEN

DEPUTIES UNABLE TO SERVE KATHY J. GILLEN A/K/A KATHY GILLEN, DEFENDANT, AT 438 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA THE HOUSE WAS EMPTY.

@

SERVED RANDY L. GILLEN A/K/A RANDY GILLEN

DEPUTIES UNABLE TO SERVE RANDY L. GILLEN A/K/A RANDY GILLEN, DEFENDANT, AT 438 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA THE HOUSE WAS EMPTY.

@

SERVED

NOW, NOVEMBER 11, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 5, 2008 TO FEBRUARY 6, 2009.

@

SERVED

NOW, JANUARY 14, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 6, 2009 TO APRIL 3, 2009.

@

SERVED

NOW, MARCH 11, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 3, 2009 DUE TO WRIT BEING OVER 130 DAYS.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20840

NO: 08-266-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE ON BEHALF OF THE HOLDERS OF THE CSFB
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1

vs.

DEFENDANT: RANDY L. GILLEN A/K/A RANDY GILLEN AND KATHY J. GILLEN A/K/A KATHY GILLEN


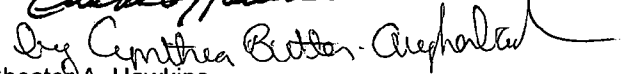
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$195.34

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

RANDY L. GILLEN AKA RANDY GILLEN;
KATHY J. GILLEN AKA KATHY GILLEN

Defendants.

Docket No.: 08-266-CD

Execution No.:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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INTEREST from 07/11/2008 to date of sale	\$4,838.40

Total \$69,505.89

plus costs to be added

(Costs to be added)

\$135.00 Prothonotary costs

Prothonotary:

By: William L. [Signature]

Clerk

Date: 9/15/08

Received this writ this 9th day
of September A.D. 2008
At 3:00 A.M./P.M.

Charles A. Hanks
Sheriff By Cynthia Butler-Aufhauser

Zucker, Goldberg & Ackerman, LLC
FCP-97199

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

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Tax Parcel I.D.: 6.2 H10-294-00067

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**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KATHY J. GILLEN A/K/A KATHY GILLEN

NO. 08-266-CD

NOW, April 20, 2009, 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 April 03, 2009, I exposed the within described real estate of Randy L. Gillen A/K/A Randy Gillen And Kathy J. Gillen A/K/A Kathy Gillen to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	
MILEAGE	7.02
LEVY	15.00
MILEAGE	7.02
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.30
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$195.34

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	64,667.49
INTEREST @	0.00
FROM TO 04/03/2009	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	4,838.40
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$69,545.89
--------------------------------	--------------------

COSTS:

ADVERTISING	413.68
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	195.34
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$906.02
--------------------	-----------------

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

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER §
FRANCES GAMBARDIELLA
BRIAN C. NICHOLAS •
STEVEN D. KROL
ERIC SANTOS ■
ANTHONY J. RISALVATO ◦
CHRISTOPHER G. FORD
KRISTEN A. ZEBROWSKI ◦

• ALSO MEMBER OF NY, PA AND CA BAR
§ ALSO MEMBER OF PA BAR
• ALSO MEMBER OF NY AND ME BAR
■ ALSO MEMBER OF NY AND PA BAR
◦ ALSO MEMBER OF NY BAR
☆ MEMBER OF PA BAR ONLY

OF COUNSEL

SCOTT A. DIETTERICK, ESQ. ☆
KIMBERLY A. BONNER, ESQ. ☆

ZUCKER, GOLDBERG & ACKERMAN, LLC

ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Horshey, PA 17033
717-533-3560
Fax: 717-533-3562

FCP-97199

November 13, 2008

Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1**

vs. Randy L. Gillen aka Randy Gillen
Premises: 725 Hill Street
Curwensville, PA 16833

Docket No.: 08-266-CD
Sheriff #:

Dear Sir/Madam:

Please continue the sheriff sale set for **December 5, 2008 to February 6, 2009** sheriff sale. Please announce this continuance at the December 5, 2008 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Marie Lindner*
Foreclosure Sales Specialist
(908) 233-8500 x 115

LEONARD S. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD F. HABER §
FRANCES GAMBARDIELLA
BRIAN C. NICHOLAS •
STEVEN D. KROL
ERIC SANTOS •
ANTHONY J. RISALVATO •
CHRISTOPHER G. FORD
KRISTEN A. ZEBROWSKI •

• ALSO MEMBER OF NY, PA AND CA BAR
§ ALSO MEMBER OF PA BAR
• ALSO MEMBER OF NY AND ME BAR
• ALSO MEMBER OF NY AND PA BAR
• ALSO MEMBER OF NY BAR
• MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DUTTERICK, ESQ. •
KIMBERLY A. RONNER, ESQ. •

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1350
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
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LOUIS D. GOLDBERG (1928-1967)
LEONARD H. GOLDBERG (1924-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office
P.O. Box 650
Hershey, PA 17033
Tel: 717-331-3550
Fax: 717-331-3562

FCP-97199

January 14, 2009

Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1

vs. Randy L. Gillen aka Randy Gillen
Premises: 725 Hill Street
Curwensville, PA 16833

Docket No.: 08-266-CD
Sheriff Sale #:

Dear Sir/Madam:

Please continue the sheriff sale set for February 6, 2009 to April 3, 2009 sheriff sale.
Please announce this continuance at the February 6, 2009 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Kelley Zisner*
Foreclosure Sales Specialist
(908) 233-8500 x 151

ZUCKER, GOLDBERG & ACKERMAN, LLC

ATTORNEYS AT LAW

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER §
FRANCES GAMBARDIELLA
BRIAN C. NICHOLAS •
STEVEN D. KROL
ERIC SANTOS ■
ANTHONY J. RISALVATO ◊
CHRISTOPHER G. FORD
KRISTEN A. ZEBROWSKI ◊
ERIC R. PARKER ◊

* ALSO MEMBER OF NY, PA AND CA BAR
§ ALSO MEMBER OF PA BAR
• ALSO MEMBER OF NY AND ME BAR
■ ALSO MEMBER OF NY AND PA BAR
◊ ALSO MEMBER OF NY BAR
✧ MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ. ✧
KIMBERLY A. BONNER, ESQ. ✧

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

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LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033

FCP-97199

March 11, 2009

Via Fax & Regular Mail
Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage Pass-
Through Certificates, Series 2005-CF1**
vs. Kathy J. Gillen and Randy Gillen, h/w
Premises: 725 Hill Street
Curwensville, PA 16833
Docket No.: 08-266-CD
Sheriff #:

Dear Sir/Madam:

Please consider this correspondence a formal request to stay the Sheriff's sale scheduled for April 3, 2009. The reason for the stay is due writ being over 130 days. No funds have been received.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN

By: *Marina Alvarado*
Foreclosure Sales Specialist
(908) 233-8500 x 370

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendant.

CIVIL DIVISION

NO.: 08-266-CD

TYPE OF PLEADING:

**MOTION FOR SPECIAL
SERVICE ON DEFENDANT
PURSUANT TO Pa.R.C.P. 430**

FILED ON BEHALF OF:

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1

COUNSEL OF RECORD FOR THIS PARTY:

ZUCKER, GOLDBERG & ACKERMAN, LLC

Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
Richard P. Haber, Esquire
Pa. I.D. #202567
Eric Santos, Esquire
Pa. I.D. #201493
Joel A. Ackerman, Esquire
Pa. I.D. #202729

ZUCKER, GOLDBERG & ACKERMAN, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: FCP- 97199/ml

FILED

MAY 06 2009

William A. Shaw
Prothonotary/Clerk of Court

1 CENT to Arrt

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS-THROUGH : NO.: 08-266-CD
CERTIFICATES, SERIES 2005-CF1, :

Plaintiff, :

vs. :

Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a/k/a Kathy Gillen :

Defendant.

**MOTION FOR SPECIAL SERVICE OF NOTICE OF SERVICE SALE UPON
DEFENDANT PURSUANT TO Pa.R.C.P. 430**

AND NOW, comes the Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, by and through its attorneys, Zucker, Goldberg & Ackerman, LLC, and files the within Motion for Special Service of Notice of Sheriff Sale Upon Defendant pursuant to Pa.R.C.P. 430 as follows:

1. On or about March 2, 2009, Plaintiff filed its original Praecipe for Writ of Execution ("Writ") against the Defendant(s), Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a/k/a Kathy Gillen ("Defendant(s)"), at the above-captioned number and term, scheduling Defendant's property located at 725 Hill Street, Curwensville PA 16833, ("Mortgaged Premises") for Sheriff Sale on June 5, 2009.

2. Plaintiff directed the Sheriff of Clearfield County to serve Defendant(s) with the Notice of Sheriff Sale at defendant's last known address being 438 Hill Street, Curwensville, PA 16833, but service was returned "house empty". A true and correct copy of said Return of

Service from the Clearfield County Sheriff's Office is marked Exhibit "A", attached hereto and made a part hereof.

3. A search of the U.S. Postmaster's records for 438 Hill Street, Curwensville, PA 16833 "no change of address order on file". A true and correct copy of Plaintiff's U.S. Postmaster's Search is marked Exhibit B, attached hereto and made apart hereof.

4. Plaintiff also attempted service of the defendant(s) via certified mail, return receipt to defendant(s) at the address of 438 Hill Street, Curwensville, PA 16833, but certified mail was returned "unclaimed". A copy of said return is marked Exhibit C, attached hereto and made a part hereof.

5. An internet person locator search provided no alternative address for Defendant(s).

6. Plaintiff conducted an investigation to determine the whereabouts of Defendant(s), Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen but all sources indicated no alternative address other than that of the last known address being 438 Hill Street, Curwensville, PA 16833. An affidavit of Plaintiff's counsel regarding the investigation taken to determine the whereabouts of Defendant is marked Exhibit D, attached hereto and made a part hereof.

7. Consequently, Plaintiff has continued the Sheriff Sale scheduled for June 5, 2009 to August 7, 2009 in order to provide sufficient time to obtain alternate service of Defendant(s), Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court permit Plaintiff to serve Defendant(s), Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen, with the Notice of Sheriff Sale, by instructing the Clearfield County Sheriff's Office to POST a

copy of same on the Mortgaged Premises, being 725 Hill Street, Curwensville, PA 16833, and by mailing a copy to the Mortgaged Premises, via Certified Mail, no signature required and First Class U.S. Mail, Postage Prepaid, with said service being valid and complete upon such posting and mailing in accordance with Pa.R.C.P. 3129.2 and 430.

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

Dated: May 1, 2009

EXHIBIT "A"

REAL ESTATE

REAL ESTATE

97199

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20943

DEPUTY RECEIVED: March 13, 2009

DEFENDANT(S): RANDY L. GILLEN A/K/A RANDY GILLEN

ADDRESS: 438 HILL STREET
CURWENSVILLE, PA 16833

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: APRIL 14, 2009

DATE SERVED, POSTED OR LEVIED: TIME:

NAME OF PERSON SERVED:

TITLE:

WHERE SERVED /POSTED(ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS:

SPECIAL DIRECTIONS:

NO. 08-266-CD
RANDY L. GILLEN A/K/A RANDY GILLEN; KATHY J. GILLEN A/K/A KATHY GILLEN

SERVED, POSTED OR LEVIED ON BY:

NOTES:

House Empty

97199

REAL ESTATE

REAL ESTATE

97199

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20943

DEPUTY RECEIVED: March 13, 2009

DEFENDANT(S): KATHY J. GILLEN A/K/A KATHY GILLEN

ADDRESS: 438 HILL STREET
CURWENSVILLE PA 16833

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

~~MUST BE SERVED~~ POSTED OR LEVIED BY: APRIL 14, 2009

DATE SERVED, POSTED OR LEVIED: _____ TIME: _____

NAME OF PERSON SERVED: _____

TITLE: _____

WHERE SERVED / POSTED (ADDRESS): _____

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

VO 08-266-CD
RANDY L. GILLEN A/K/A RANDY GILLEN; KATHY J. GILLEN A/K/A KATHY GILLEN

SERVED, POSTED OR LEVIED ON BY: _____

NOTES: _____

House Empty

EXHIBIT “B”

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER**
FRANCES GAMBARDILLA
BRIAN C. NICHOLAS***
STEVEN D. KRÖL
ERIC SANTOS****
ANTHONY J. RISALVATO*****

*ALSO MEMBER OF NY, PA AND CA BAR
**ALSO MEMBER OF PA BAR
***ALSO MEMBER OF NY AND ME BAR
****ALSO MEMBER OF NY AND PA BAR
*****ALSO MEMBER OF NY BAR
*****MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ. *****
KIMBERLY A. BONNER, ESQ. *****

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

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MAURICE J. ZUCKER (1918-1979)
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LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033
717-533-3560
Fax: 717-533-3562

PA CASE FCP-97199

Attn: PA Service Team

January 18, 2008

Postmaster
Curwensville, PA 16833

RE: Request for Change of Address or Boxholder Information Needed for Service of Process
Please furnish the new address or the name and street address (if a boxholder) for the following:

Kathy Gillen- 438 Hill Street

C_97199PD021X2_C

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b:

1. Capacity of requester: ATTORNEYS FOR PLAINTIFF
2. Statute or regulation that empowers me to serve process: NOT APPLICABLE
3. The names of all known parties to the litigation: , et al.
4. The court in which the case has been or will be heard: IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
5. The docket number is: F-1034-02
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Very truly yours,

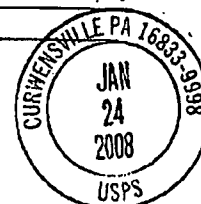
By: *Scott A. Dietterick*
SCOTT A. DIETTERICK

SAD/ro

FOR POST OFFICE USE ONLY

- ☒ No Change of Address Order on file.
☐ Not known at address given.
☐ Moved left no forwarding address.
☐ No such address.

NAME AND STREET ADDRESS



LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER**
FRANCES GAMBARDIELLA
BRIAN C. NICHOLAS***
STEVEN D. KROL
ERIC SANTOS****
ANTHONY J. RISALVATO*****

*ALSO MEMBER OF NY, PA AND CA BAR
**ALSO MEMBER OF PA BAR
***ALSO MEMBER OF NY AND ME BAR
****ALSO MEMBER OF NY AND PA BAR
*****ALSO MEMBER OF NY BAR
*****MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ. *****
KIMBERLY A. BONNER, ESQ. *****

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

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BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033
717-533-3560
Fax: 717-533-3562

PA CASE FCP-97199
Attn: PA Service Team

January 18, 2008

Postmaster
Curwensville, PA 16833

RE: Request for Change of Address or Boxholder Information Needed for Service of Process
Please furnish the new address or the name and street address (if a boxholder) for the following:

Randy Gillen- 438 Hill Street

C_97199PD011X1_C

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: ATTORNEYS FOR PLAINTIFF
2. Statute or regulation that empowers me to serve process: NOT APPLICABLE
3. The names of all known parties to the litigation: , et al.
4. The court in which the case has been or will be heard: IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
5. The docket number is: F-1034-02

6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT
THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Very truly yours,

By: *Scott A. Dietterick*
SCOTT A. DIETTERICK

SAD/ro

FOR POST OFFICE USE ONLY

- ☒ No Change of Address Order on file.
☐ Not known at address given.
☐ Moved left no forwarding address.
☐ No such address.

NAME AND STREET ADDRESS

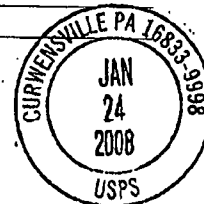
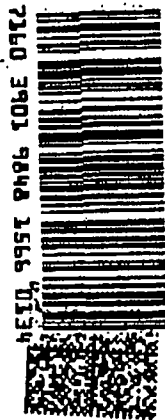


EXHIBIT "C"

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW
200 SHEPHERD STREET, SUITE 301
MOUNTAINVIEW, NJ 07092-2315

CERTIFIED MAIL



7160 3901 9848 2555 0134

UNITED STATES POSTAGE
FIRST CLASS
\$ 05.49
MAR 13 2009
MAILED FROM ZIP CODE 07092

Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16833

365 N7E 1 B08C 72 03/17/09
RETURN TO SENDER
GILLEN
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
*2330-03333-13-39

1683331511 070922315

PS Form 3811, January 2005
Domestic Return Receipt

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3903 9846 1566 0334

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

1. Article Addressed to:

Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☒ Agent ☐ Addressee

D. Is delivery address different from Item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

Reference Information

97199

Gammie Gelfhard

PS Form 3811, January 2005

Domestic Return Receipt

Thank you for using Return Receipt Service

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW
200 SHEPHERD STREET, SUITE 301
MOUNTAINSIDE, NJ 07092-2315

CERTIFIED MAIL



7260 3901 9648 1566 0143

UNITED STATES POSTAGE
FIRST CLASS
\$05.49
02 1M
0004253133 MAR 13 2008
MAILED FROM ZIP CODE 07092

fund

Randy L. Gillen aka Randy Gillen
438 Hill Street
Curwensville, PA 16833

1683301092023452

165 NSE 1 BO9C 72 09/17/09
RETURN TO SENDER
GILLEN
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
BC: 07092231576
10380-00749-13-40

DO NOT WRITE IN THESE SPACES. IF YOU DO, THE POST OFFICE MAY BE UNABLE TO PROCESS YOUR MAIL. IF YOU HAVE A RETURN RECEIPT REQUESTED, PLEASE STICK THE TOP OF ENVELOPE OR BOX TO THE RIGHT.

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number

7160 3901 9848 3566 0143

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:
Randy L. Gillen aka Randy Gillen
438 Hill Street
Curwensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) _____ B. Date of Delivery _____

C. Signature _____ ☐ Agent ☐ Addressee

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

Reference Information 1
97199
Gammie Gelfard

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen
Defendants.

CIVIL DIVISION

NO.: 08-266-CD

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Randy L. Gillen aka Randy Gillen
438 Hill Street
Curwensville, PA 16833

Certified Article Number

7160 3901 9848 1566 0141

SENDERS RECORD

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at Clearfield County Sheriff's Office, 1 North 2nd Street, Suite 116, Clearfield, PA on June 5, 2009 at 10:00am prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

725 Hill Street, Curwensville, PA, 16833

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 08-266-CD

Zucker, Goldberg & Ackerman, LLC
FCP-97199

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

CIVIL DIVISION

NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendants.

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16833

Certified Article Number

7160 3901 9848 1566 0134

SENDERS RECORD

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at Clearfield County Sheriff's Office, 1 North 2nd Street, Suite 116, Clearfield, PA on June 5, 2009 at 10:00am prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

725 Hill Street, Curwensville, PA, 16833

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 08-266-CD

Zucker, Goldberg & Ackerman, LLC
FCP-97199

EXHIBIT “D”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS-THROUGH : NO.: 08-266-CD
CERTIFICATES, SERIES 2005-CF1, :

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendant.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and says that Plaintiff, or counsel for Plaintiff, conducted an investigation to determine the whereabouts of Defendant(s), which included, but was not limited to searches of the following records:

(X) Records of the U.S. Postmaster with results of same attached to the foregoing Motion.

(X) Internet Person Locator Records.

(X) Voter Registration Records.

(X) Records of the County Recorder of Deeds and Prothonotary.

(X) Credit Report Agency.

(X) Telephone Directory.

Finally, Affidavit deposes and says that if Defendant(s) is/are not located at the address uncovered by this investigation, the whereabouts of Defendant(s) is/are unknown to Plaintiff.

ZUCKER, GOLDBERG & ACKERMAN, LLC

Dated: May 1, 2009

By: 

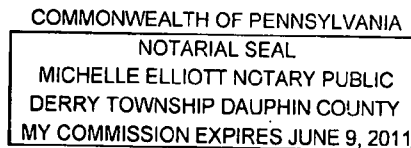
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire PA I.D. #202729
Atty File No.: FCP-97199

Sworn to and subscribed before me this
1st day of May, 2009.



Notary Public

My Commission Expires:



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01/17/2008 - 2:29PM - Reference: 97199

Subject**KATHY GILLEN**

SSN 165-48-XXXX issued in Pennsylvania between 1971 and 1973
 DOB 10/XX/1958

User Supplied Information

Last Name: GILLEN
 First Name: KATHY
 SSN: 165-48-8424
 Address 1: 438 HILL STREET
 CURWENSVILLE, PA 16833

Sections Available in Report[Click on links to see detail](#)

Subject	1 Record
Possible AKAs for Subject	12 Records
Possible Other Social Security Numbers Associated with Subject	2 Records
Possible Other Records and Names Associated with Social Security Numbers	1 Record
Possible Addresses Associated with Subject	10 Records
Phone Listings for Subject's Addresses	5 Records
Possible Real Property Ownership and Deed Transfers	2 Records
Possible Property Owners of Subject's Addresses	1 Record
Possible Vehicles Registered at Subject's Addresses	0 Records
Possible Real-Time Vehicle Registrations	0 Records
Possible Business Affiliations (includes Officer Name Match)	0 Records
Possible Relatives	7 Records
Other People Who Have Used the Same Address of the Subject	9 Records
Neighbor Listings for Subject's Addresses	92 Records


Possible AKAs for Subject(12 Records) [Top](#)

Name	SSN	Date Of Birth
COLLINS, KATHRYN J		
GILLEN, KATHRYN J	165-48-XXXX	
COLLINS, KATHY J	165-48-XXXX	
KATHY, GILLEN		
KATHRYN, GILLEN	165-48-XXXX	
GILLAN, KATHY	165-48-XXXX	
KATHY, J GILLEN	165-48-XXXX	
GILLEN, KATHY J	165-48-XXXX	1958
GILLEN, KATHY	165-48-XXXX	
COLLINS, KATHRYN	165-48-XXXX	
GILLEN, KATHRYN	165-48-XXXX	
COLLINS, KATHY		







Possible Other Social Security Numbers Associated with Subject(2 Records) [Top](#)

Name	SSN	Date Of Birth
GILLEN, KATHY J	995-48-XXXX	10/XX/1958
GILLEN, KATHY J	193-48-XXXX	10/XX/1958

Possible Other Records and Names Associated with Social Security Numbers(1 Record) [Top](#)

Name	SSN	Date Of Birth
COLLINS, MARTIN K	193-48-XXXX 	04/XX/1956

Possible Addresses Associated with Subject(10 Records) [Top](#)Show Names at Each Address

Date Range	Address/Phone	Source	Source Reported Dates
05/2002 - 05/2006	438 HILL ST  CURWENSVILLE, PA 16833 236-2016	Phone Listing Consumer Bureau 2 Consumer Bureau 1 Consumer Bureau 3	05/2006 - 05/2006 05/2002 - 04/2006 10/2005 - 10/2005 08/2002 - 08/2002
03/2006 - 03/2006	225 HILL ST  CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 2	03/2006 - 03/2006
09/1989 - 07/2003	725 HILL ST  CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 2 Composite Info Consumer Bureau 1 Consumer Bureau 3	09/1989 - 07/2003 07/2000 - 06/2002 05/1993 - 08/1997 10/1995 - 10/1995
09/1994 - 07/2001	528 STATE ST  CURWENSVILLE, PA 16833	Composite Info Consumer Bureau 2 Consumer Bureau 1 Consumer Bureau 3	07/2001 - 07/2001 09/1994 - 10/1995 09/1994 - 09/1994 09/1994 - 09/1994
02/2001 - 02/2001	PO BOX 29  CURWENSVILLE, PA 16833	Consumer Bureau 1	02/2001 - 02/2001
06/1995 - 07/2000	107 BIGLER RD  CLEARFIELD, PA 16830	Composite Info Consumer Bureau 2	07/2000 - 07/2000 08/1995 - 08/1995

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National Comprehensive Report Plus Associates

[Visualize This Report](#) [Printer](#)

01/17/2008 - 2:28PM - Reference: 97199

Subject

RANDY GILLEN

SSN 200-52-XXXX issued in Pennsylvania between 1974 and 1975
 DOB 10/XX/1958

User Supplied Information

Last Name: GILLEN
 First Name: RANDY
 SSN: 200-52-2556
 Address 1: 438 HILL STREET
 CURWENSVILLE, PA 16833

Sections Available in Report

Click on links to see detail

Subject	1 Record
Possible AKAs for Subject	6 Records
Possible Other Social Security Numbers Associated with Subject	4 Records
Possible Other Records and Names Associated with Social Security Numbers	6 Records
Possible Addresses Associated with Subject	11 Records
Phone Listings for Subject's Addresses	8 Records
Possible Real Property Ownership and Deed Transfers	2 Records
Possible Property Owners of Subject's Addresses	1 Record
Possible Real-Time Vehicle Registrations	0 Records
Possible Bankruptcies, Liens and Judgments	1 Record
Possible Business Affiliations (Includes Officer Name Match)	0 Records
Possible Relatives	9 Records
Other People Who Have Used the Same Address of the Subject	11 Records
Possible Licensed Drivers At Subject's Addresses	0 Records
Neighbor Listings for Subject's Addresses	100 Records







Possible AKAs for Subject(6 Records) [Top](#)

Name	SSN	Date Of Birth
GILEON, RANDY L	179-70-XXXX	
GILLEN, RANDY LYN	200-52-XXXX	
GILLEN, DAV	200-52-XXXX	
GILLEN, RANDYL		
GILLAN, RANDY	200-52-XXXX	
GILLEN, RANDY L	200-52-XXXX	1958







Possible Other Social Security Numbers Associated with Subject(4 Records) [Top](#)

Name	SSN	Date Of Birth
GILLEN, RANDY LYN	179-70-XXXX	10/XX/1958
GILLEN, RANDY LYN	300-52-XXXX	10/XX/1958
GILLEN, RANDY LYN	200-52-XXXX	10/XX/1958
GILEON, RANDY L	179-70-XXXX	

Possible Other Records and Names Associated with Social Security Numbers(6 Records) [Top](#)

Name	SSN	Date Of Birth
DICKEY, CAREN	179-70-XXXX 	
BRIONES, CARMEN G	300-52-XXXX 	03/1959
ORFILA, ARLENE Y	300-52-XXXX 	
SHELL, HOWARD	200-52-XXXX 	
HEROLD, HENRY J	200-52-XXXX 	
GILLEN, CAREN	200-52-XXXX 	

Possible Addresses Associated with Subject(11 Records) [Top](#)[Show Names at Each Address](#)

Date Range	Address/Phone	Source	Source Reported Dates
03/2007 - 03/2007	113 MAIN ST 2  BROOKVILLE, PA 15825	Consumer Bureau 3	03/2007 - 03/2007
11/2005 - 10/2006	315 WEAVER ST  CLEARFIELD, PA 16830	Consumer Bureau 1 Consumer Bureau 3	10/2006 - 10/2006 11/2005 - 11/2005
06/2001 - 10/2006	438 HILL ST  CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 1 Consumer Bureau 2 Consumer Bureau 3	10/2005 - 10/2006 06/2001 - 03/2006 08/2002 - 08/2002
08/2005 - 03/2006	225 HILL ST  CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 2 Consumer Bureau 1	03/2006 - 03/2006 08/2005 - 08/2005
03/2005 - 03/2005	119 NICHOLS ST  CLEARFIELD, PA 16830	Consumer Bureau 3	03/2005 - 03/2005
01/1996 - 12/2003	725 HILL ST  CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 3 Consumer Bureau 2 Composite Info Consumer Bureau 1	02/1996 - 12/2003 01/1996 - 06/2001 02/1997 - 02/1997 02/1996 - 02/1996

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

:
:
: Docket No.: 08-266-CD
:
: Execution No.:
:
:
:
:
:
:
:

5 FILED ICC Atty
m/11:45 am
MAY 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at 725 Hill Street, Curwensville, PA 16833.

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

KATHY J. GILLEN AND RANDY GILLEN, H\W
438 Hill Street
Curwensville, PA 16833

2. Name and Address of Defendant(s) in the Judgment:

RANDY L. GILLEN AKA RANDY GILLEN
438 Hill Street
Curwensville, PA 16833

KATHY J. GILLEN AKA KATHY GILLEN
438 Hill Street
Curwensville, PA 16833

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1
Plaintiff

4. Name and Address of the last record holder of every mortgage of record:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2005-CF1
Plaintiff

NATIONAL CITY BANK
180 East 5th Street
St. Paul, MN 55101

OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION
LENDER: 3 ADA,
IRVINE, CA 92618

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

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

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

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS
725 Hill Street
Curwensville, PA 16833

UNKNOWN SPOUSE
438 Hill Street
Curwensville, PA 16833

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

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

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: May 4, 2009

BY: 

Scott A. Dieterick, Esquire; PA I.D. #55650

Kimberly A. Bonner, Esquire; PA.I.D. #89705

Richard P. Haber, Esquire; PA.I.D. #202567

Eric Santos, Esquire; PA I.D. #201493

Joel A. Ackerman, Esquire; PA I.D. #202729

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

File No.: FCP-97199

(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF LOT HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO A POST AND PLACE OF BEGINNING. BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

LA

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
ON BEHALF OF THE HOLDERS OF THE CSFB
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2005-CF1,

Plaintiff

vs.

RANDY L. GILLEN a/k/a RANDY GILLEN,
KATHY J. GILLEN a/k/a KATHY GILLEN

Defendants

*
*
*
*
*
*
*
*

NO. 08-266-CD

ORDER

NOW, this 28th day of April, 2009, the Plaintiff is granted leave to serve the
NOTICE OF SHERIFF'S SALE upon the Defendants **RANDY L. GILLEN a/k/a**
RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 725 Hill Street, Curwensville, Pa 16833;
3. By certified mail, return receipt requested to 725 Hill Street,
Curwensville, Pa 16833; and
4. By posting the mortgaged premises known in this herein action as to
725 Hill Street, Curwensville, Pa 16833.

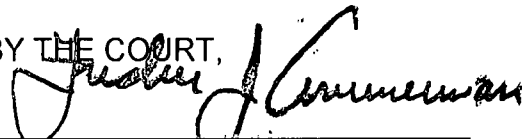
Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

FILED
01/10/12/2009
MAY 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

4CC Atty Detterick

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1,

CIVIL DIVISION

NO.: 08-266-CD

FILED

AUG 28 2009

11:10/aw
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendants.

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Please mark the judgment filed at the above-captioned term and number satisfied without prejudice.

Respectfully submitted:

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: 

Dated: August 24, 2009

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
Attorneys for Plaintiff
FCP-97199/ka
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500; (908) 233-1390 FAX

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20943

NO: 08-266-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE ON BEHALF OF THE HOLDERS OF THE CSFB
MORTGAGE PASS

vs.

DEFENDANT: RANDY L. GILLEN A/K/A RANDY GILLEN; KATHY J. GILLEN A/K/A KATHY GILLEN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 3/3/2009

LEVY TAKEN 3/16/2009 @ 9:35 AM

POSTED 3/16/2009 @ 9:35 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 11/20/2009

DATE DEED FILED

PROPERTY ADDRESS 725 HILL STREET A/K/A 438 HILL STTREET CURWENSVILLE , PA 16833

FILED
019:10/31
NOV 20 2009
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

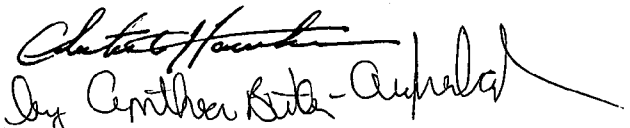
SHERIFF HAWKINS \$216.30

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,


Chester A. Hawkins
Sheriff

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE ON BEHALF OF THE HOLDERS OF THE CSFB MORTGAGE
PASS
vs
RANDY L. GILLEN A/K/A RANDY GILLEN; KATHY J. GILLEN A/K/A KATHY GILLEN

1 6/1/2009 @ SERVED RANDY L. GILLEN A/K/A RANDY GILLEN

SERVED RANDY L. GILLEN A/K/A RANDY GILLEN, DEFENDANT, REG. & CERT MAIL PER COURT ORDER TO 438 HILL STREET A/K/A 725 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA CERT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

2 6/1/2009 @ SERVED KATHY J. GILLEN A/K/A KATHY GILLEN

SERVED KATHY J. GILLEN A/K/A KATHY GILLEN, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 438 HILL STREET A/K/A 725 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA CERT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

6/2/2009 @ 10:15 AM SERVED

POSTED 438 HILL STREET, CUREWNSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA PER COURT ORDER FOR RANDY L. GILLEN.

6/2/2009 @ 10:15 AM SERVED

POSTED 438 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA PER COURT ORDER FOR KATHY J. GILLEN.

@ SERVED

NOW, MAY 8, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 5, 2009 TO AUGUST 7, 2009.

@ SERVED

NOW JULY 6, 2009 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 7, 2009 DUE TO A CHARGE OFF.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

Docket No.: 08-266-CD

Execution No.:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$64,667.49
INTEREST from 07/11/2008 to date of sale	\$4,649.40
Total	\$69,316.89
	plus costs to be added
(Costs to be added)	155.00 Prothonotary costs

Prothonotary:

By: William L. Hargis

Clerk

Date: 3/2/09

Received this writ this 3rd day
of March A.D. 2009
At 10:00 A.M.

Sheriff

Christopher A. Hunkeler
By Cynthia Bitter-Oughlaugh

Zucker, Goldberg & Ackerman, LLC
FCP-97199

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF LOT HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO A POST AND PLACE OF BEGINNING. BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h/w.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RANDY L. GILLEN A/K/A RANDY GILLEN

NO. 08-266-CD

NOW, November 19, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Randy L. Gillen A/K/A Randy Gillen; Kathy J. Gillen A/K/A Kathy Gillen to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	6.60
LEVY	15.00
MILEAGE	6.60
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	18.10
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$216.30

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	64,667.49
INTEREST @	0.00
FROM 07/11/2008 TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	4,649.40
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$69,356.89

COSTS:

ADVERTISING	409.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	216.30
LEGAL JOURNAL COSTS	297.00
PROTHONOTARY	155.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$1,077.30

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

SALES

Receipts & Disbursements

File 20943**Current balance: \$0.00**

Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
03/13/09	0903131	1878	ZUCKER, GOLDBERG & ACKE	Atty Deposit	\$2,500.00	
06/08/09		43230	The Progress	PROG ADV		\$409.00
06/08/09		43231	Clearfield County Legal Journal	LEGAL J ADV		\$297.00
11/19/09		44217	CAROL FOX	Sheriff Fees		\$216.30
11/19/09		44218	ZUCKER, GOLDBERG & ACKE	Atty Refund		\$1,577.70
					<u>\$2,500.00</u>	<u>\$2,500.00</u>

ZUCKER, GOLDBERG & ACKERMAN, LLC

ATTORNEYS AT LAW

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER §
FRANCES GAMBARDIELLA
BRIAN C. NICHOLAS •
STEVEN D. KROL
ERIC SANTOS ■
ANTHONY J. RISALVATO ◦
CHRISTOPHER G. FORD
ERIC R. PARKER ◦
JANET V. KEYMETIAN ∞

* ALSO MEMBER OF NY, PA AND CA BAR
§ ALSO MEMBER OF PA BAR
• ALSO MEMBER OF NY AND ME BAR
■ ALSO MEMBER OF NY AND PA BAR
◦ ALSO MEMBER OF NY BAR
∞ ALSO MEMBER OF MA AND ND BAR
✧ MEMBER OF PA BAR ONLY

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033

OF COUNSEL:

SCOTT A. DIETTERICK, ESQ. ✧
KIMBERLY A. BONNER, ESQ. ✧

FCP-97199

May 8, 2009

Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1**

vs. Randy L. Gillen aka Randy Gillen
Premises: 725 Hill Street
Curwensville, PA 16833

Docket No.: 08-266-CD
Sheriff Sale #:

Dear Sir/Madam:

Please continue the sheriff sale set for **June 5, 2009 to August 7, 2009** sheriff sale.
Please announce this continuance at the June 5, 2009 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Kelly Quinn*
Foreclosure Sales Specialist
(908) 233-8500 x 151

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

FRANCES GAMBARDILLA
BRIAN C. NICHOLAS •
STEVEN D. KROL
ERIC SANTOS ■
ANTHONY J. RISALVATO ◦
CHRISTOPHER G. FORD
ERIC R. PARKER ◦
JANET V. KEYMETIAN ∞
DENISE CARLON ◦

• ALSO MEMBER OF NY, PA AND CA BAR
■ ALSO MEMBER OF NY AND ME BAR
◦ ALSO MEMBER OF NY AND PA BAR
∞ ALSO MEMBER OF NY BAR
* ALSO MEMBER OF MA AND ND BAR
* MEMBER OF PA BAR ONLY

ZUCKER, GOLDBERG & ACKERMAN, LLC ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

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BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033

OF COUNSEL:

SCOTT A. DIETTERICK, ESQ. ✱
KIMBERLY A. BONNER, ESQ. ✱
JAIME R. ACKERMAN, ESQ.

FCP-97199

July 6, 2009

Via Fax & Regular Mail
Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage Pass-
Through Certificates, Series 2005-CF1**

vs. Kathy J. Gillen and Randy Gillen, h/w

**Premises: 725 Hill Street
Curwensville, PA 16833**

**Docket No.: 08-266-CD
Sheriff #:**

Dear Sir/Madam:

Please consider this correspondence a formal request to stay the Sheriff's sale scheduled for
08/07/2009. The reason for the stay is due to a CHARGED OFF. No funds have been received.

Should you have any questions, please do not hesitate to contact me.

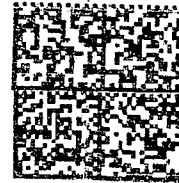
Sincerely,

ZUCKER GOLDBERG & ACKERMAN

By: *Marina Alvarado*
Foreclosure Sales Specialist
(908) 233-8500 x 370

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Hasler

016H16505405

\$00.610

06/09/2009

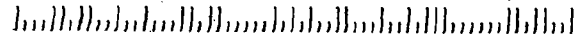
Mailed From 16830
US POSTAGE

5-7909
RANDY L. GILLEN A/K/A RANDY
GILLEN

725 HIL
438 HIL
CURWI

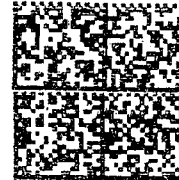
165 N7E 1 B08C 00 06/11/09
RETURN TO SENDER
GILLEN
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
BC: 16830247201 *1173-18034-09-38

16830@2472



CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Hasler

016H16505405

\$00.610

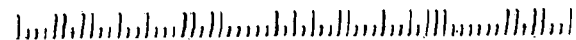
06/09/2009

Mailed From 16830
US POSTAGE

oc.
6-19-09
KATHY A. GILLEN A/K/A KATHY GILLEN
725 HILL STREET A/K/A 438 HILL STREET
CURWENS

GILL725* 165 N5E 1 B08C 02 06/11/09
RETURN TO SENDER
GILLEN
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
BC: 16830247201 *2343-02001-09-39

16830@2472



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

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:

RANDY L. GILLEN A/K/A RANDY GILLEN
725 HILL STREET A/K/A
438 HILL STREET
CURWENSVILLE, PA 16833

2. Article Number

(Transfer from service label)

7008 3230 0003 3590 7235

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

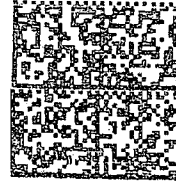
102595-02-M-1540

7
CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7008 3230 0003 3590 7235



Hasler

016H16505405

\$05.71

06/09/2009

Mailed From 16830
US POSTAGE

100-679-09
RANDY L. GILLEN A/K/A RANDY
GILLEN

725 HIL

438 HIL

CURW

165 NGE 1 BORG 02 06/11/09
RETURN TO SENDER

GILLEN

MOVED LEFT NO ADDRESS

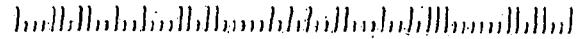
UNABLE TO FORWARD

RETURN TO SENDER

BC: 16830247201

*0595-01060-11-29

16830@2472



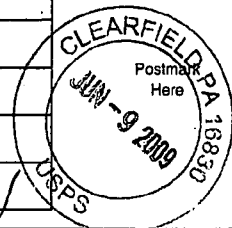
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7008 3230 0003 3590 7235
Postage \$
Certified Fee
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees \$ 5.71



Sent To

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

RANDY L. GILLEN A/K/A RANDY GILLEN
725 HILL STREET A/K/A
438 HILL STREET
CURWENSVILLE, PA 16833

PS Form 3800, August 2006

See Reverse for Instructions

CERTIFIED MAIL

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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:

KATHY A. GILLEN A/K/A KATHY GILLEN
725 HILL STREET A/K/A 438 HILL STREET
CURWENSVILLE, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

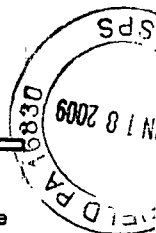
(Transfer from service label)

7008 3230 0003 3590 7228

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

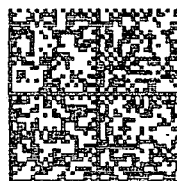




CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7008 3230 0003 3590 7228



Hasler

016H16505405
\$05.71
06/12/2009
Mailed From: 16830
US POSTAGE

KATHY A. GILLEN A/K/A KATHY GILLEN
725 HILL STREET A/K/A 438 HILL STREET
CURWENSVILLE PA 16833

GILL725 168334017 1B08 04 06/16/09
RETURN TO SENDER

GILLEN
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

Rec 6/18/09

7008 3230 0003 3590 7228

U.S. Postal Service [™]		
CERTIFIED MAIL [™] RECEIPT		
(Domestic Mail Only, No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
CURWENSVILLE PA 16833		
OFFICIAL USE		
Postage	\$ 0.61	0830
Certified Fee	\$2.80	07
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.71	06/12/2009

Sent To

Street, Apt. No.
or PO Box No. KATHY A. GILLEN A/K/A KATHY GILLEN
725 HILL STREET A/K/A 438 HILL STREET
City, State, ZIP+4 CURWENSVILLE PA 16833

PS Form 3800, August 2006 See Reverse for Instructions