

08-1265-CD  
First Comm Bank vs P. Kalgren al

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

FIRST COMMONWEALTH : NO. 08- 1265- C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: COMPLAINT  
: IN FORECLOSURE  
: FILED ON BEHALF OF: PLAINTIFF  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
successors, assigns, and all persons :  
claiming right, title or interest :  
from or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

Sept 19, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

FILED pd \$95.00 Atty  
010:50 am ICC Atty  
1 JUL 11 2008 2cc sn ff.  
UR

William A. Shaw  
Prothonotary/Clerk of Courts

Sept 19, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

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KALGREN, Deceased, :  
: :  
DEFENDANTS : :

NOTICE

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

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

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

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

|                                      |   |                                       |      |
|--------------------------------------|---|---------------------------------------|------|
| FIRST COMMONWEALTH                   | : | NO. 08 -                              | C.D. |
| BANK,                                | : |                                       |      |
| PLAINTIFF                            | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE |      |
| VS.                                  | : |                                       |      |
| PATRICIA A. ARMSTRONG-               | : |                                       |      |
| KALGREN, DANIEL A.                   | : |                                       |      |
| KALGREN and unknown heirs,           | : |                                       |      |
| successors, assigns, and all persons | : |                                       |      |
| claiming right, title or interest    | : |                                       |      |
| from or under TIMOTHY SCOTT          | : |                                       |      |
| KALGREN, Deceased,                   | : |                                       |      |
| DEFENDANTS                           | : |                                       |      |

COMPLAINT

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

1. Plaintiff **FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **PATRICIA A. ARMSTRONG-KALGREN** is an adult individual with a last known address at 503 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

3. Defendant **DANIEL A. KALGREN** is an adult individual with a last known address at 200 Kalgren Road, DuBois, Clearfield County, Pennsylvania 15801.

4. Defendants unknown heirs, successors, assigns, and all persons claiming right, title or interest from or under Timothy Scott Kalgren, Deceased, have unknown addresses.

5. Defendant Patricia A. Armstrong-Kalgren is the mortgagor and real owner of the premises hereinafter described on Exhibit A-1, by virtue of being the surviving spouse of mortgagor Timothy S. Kalgren, who died on August 17, 2004, and for which no estate has been opened.

6. Defendant Daniel A. Kalgren is the real owner of the premises hereinafter described on Exhibit A-2, which real estate was pledged as collateral on the hereinafter described mortgage recorded as Instrument #200402365, for which defendants Patricia A. Armstrong-Kalgren and decedent Timothy S. Kalgren a/k/a Timothy Scott Kalgren were then real owners.

7. Defendants unknown heirs, successors, assigns, and all persons claiming right, title or interest from or under Timothy S. Kalgren, deceased, are joined in this action pursuant to the intestacy laws of the Commonwealth of Pennsylvania.

8. On February 13, 2004, defendant Patricia A. Armstrong-Kalgren and Timothy S. Kalgren, a/k/a Timothy Scott Kalgren, now deceased, executed and delivered to Plaintiff a Mortgage and Promissory Note upon the premises described in Exhibits A-1 and A-2 attached to this complaint, which Mortgage was recorded on February 17, 2004 in the Clearfield County office of the Recorder of Deeds as Instrument #200402365. True

and correct copies of the Mortgage and Promissory Note are attached hereto as Exhibits "B" and "C" respectively, and are incorporated herein by reference.

9. Since the recording of the mortgage, the collateral described on Exhibit A-2 has been deeded to defendant Daniel A. Kalgren, by deed dated October 17, 2005 from Karen L. Starck, Recorder of Deeds of Clearfield County, Pennsylvania, on behalf of Patricia A. Armstrong-Kalgren, and said deed recorded as Instrument #200517859 in the Recorder of Deeds office for Clearfield County, Pennsylvania.

10. Said mortgage has not been assigned.

11. The said Mortgage and Promissory Note were in the principal amount of Seventy Thousand Five Hundred Twenty Seven Dollars and One Cent (\$70,527.01), with interest thereon at 5.990% per annum, payable as to the principal and interest in equal monthly installments of Seven Hundred Eighty Four Dollars and Fifty-Nine Cents (\$784.59) each, commencing April 5, 2004. Said Mortgage and Promissory Note are incorporated herein by reference.

12. The premises subject to the Mortgage is the property located at Section 1, Lot E4F, Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, and is described on Exhibit A-1 attached hereto and made a part hereof, and 200 Kilmer Road, Sandy Township, Clearfield County, Pennsylvania, and is described on Exhibit A-2 attached hereto and made a part hereof.

13. The Mortgage is in default because payments of principal and interest due October 5, 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.

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

|  |                 |
|--|-----------------|
| Balance of Principal:  | \$57,855.65     |
| Accrued but unpaid interest through<br>6/11/2008 at 5.990% per annum (\$9.46<br>per diem): | \$ 845.59       |
| Late charges on overdue amount as<br>of 6/11/08:   | <u>\$ 60.00</u> |
| TOTAL:   | \$58,761.24     |

PLUS, the following amounts accruing after 6/11/08:

Interest at the rate of 5.990% per annum (\$9.46 per diem);

Late Charges from 6/11/08 forward; any escrow deficits; reasonable attorneys fees and costs.

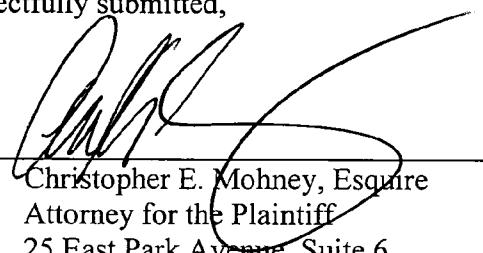
15. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on November 19, 2007, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 10, namely, the principal balance amount of \$58,761.24, plus the following amounts accruing after June 11, 2008, to the date of judgment:

- a) Interest of \$9.46 per day;
- b) Late charges;
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorneys fees and costs of suit.

Respectfully submitted,

BY: 

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

**VERIFICATION**

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

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



*Susan Stiteler*  
Susan Stiteler

WARRANTY DEED - 200

PLAINTED IN CO. WILLIAMSPORT, PA.

County Parcel No. \_\_\_\_\_

1990-9

## This Deed,

MADE the Twenty-third (23rd) day of April  
in the year nineteen hundred and ninety (1990)

BETWEEN FRANKLIN K. KALGREN and GRACE W. KALGREN, husband and wife, of R.D.  
#2, Dulois, Clearfield County, Pennsylvania, GRANTORS, Parties of the First  
Part;

A  
N  
D

TIMOTHY SCOTT KALGREN of Sandy Township, Clearfield County, Pennsylvania,  
GRANTEE, Party of the Second Part;

WITNESSETH, That in consideration of ONE and 00/100

(\$1.00)

Dollars

In hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees,

ALL that certain piece, parcel or lot of land lying and being situate in Sandy  
Township, Clearfield County, Pennsylvania, being bounded and described as  
follows, to wit:

BEGINNING at an iron pin on the northeast corner of Lot No.  
E-4-E in the Lot Plan of the East and South sections of  
Clear Run Farm, Lake René, thence South 17° 20' East 200  
feet more or less to an iron pin, thence North 72° 40' East  
200 feet more or less to an iron pin, thence North 17° 20'  
West 200 feet more or less to an iron pin, thence South 72°  
40' West 200 feet more or less to an iron pin and the place  
of beginning, all bearings being magnetic, and containing  
0.92 acres, more or less. Being all of Lot No. E-4-F in  
the aforesaid Lot Plan.

EXCEPTING AND RESERVING all of the coal, oil, gas and minerals of every kind or  
nature whatsoever, in, under and upon the above described premises, together with  
the free and uninterrupted right of ingress, egress and regress to enter upon  
or under the said premises for the purposes of mining therein and drilling  
thereon.

This deed is made under and subject to the following restrictions so that such  
restrictions shall remain as conditions in full force and effect whether recited  
and referred to or not in subsequent conveyances and shall attach to the land  
as conditions precedent to the sale of the same, viz;

EXHIBIT

"A - 1"

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

AFFIDAVIT NO. 37212

## **\*RETURN DOCUMENT TO:**

**HANAK, GUIDO, AND TALADAY**

**P.O. BOX 487**

**DUBOIS, PA 15801**

Instrument Number - 200401401  
Recorded On 1/29/2004 At 1:02:57 PM

\* Instrument Type - DEED

\* Total Pages - 6

Invoice Number - 104977

\* Grantor - KALGREN, DANIEL A

\* Grantee - KALGREN, TIMOTHY S

\* Customer - HANAK, GUIDO, AND TALADAY

### **\* FEES**

|                         |         |
|-------------------------|---------|
| RECORDING FEES -        | \$15.00 |
| RECORDER                |         |
| COUNTY IMPROVEMENT FUND | \$2.00  |
| RECORDER IMPROVEMENT    | \$3.00  |
| FUND                    |         |
| JCS/ACCESS TO JUSTICE   | \$10.00 |
| STATE WRIT TAX          | \$0.50  |
| TOTAL                   | \$30.50 |

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



*Karen J. Starck*

**Karen L. Starck**  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## **Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change due to

and may not be reflected on this page.

**EXHIBIT**

"A - 2"

Warranty Deed  
County Parcel No. \_\_\_\_\_

## CORRECTIVE DEED

MADE the 27<sup>th</sup> day of January in the year two thousand four (2004).

**BETWEEN DANIEL A. KALGREN**, a single person, of Sandy Township, Clearfield County, Pennsylvania, by his attorney-in-fact, Timothy S. Kalgren, Party of the First Part and GRANTOR,

and

**TIMOTHY S. KALGREN and PATRICIA A. ARMSTRONG-KALGREN**, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, hereinafter referred to as GRANTEES;

**WITNESSETH**, That in consideration of the sum of One (\$1.00) Dollar, the said Grantor does hereby grant and convey to the said Grantees.

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

THE FIRST THEREOF: BEGINNING at a post at the South corner of Subdivision No. 8 of Warrant No. 3597; thence East 40 perches to a post; thence North 12 perches to a post; thence South 88° East 71.9 perches to a post; thence North 3 perches to a post; thence East 25 perches bounded partly on the North by lands now or formerly of John DuBois; thence South 33.7 perches to a post; thence West along lands now or formerly of Judson Bundy 25 perches to a post; thence South 15° West along lands now or formerly of Judson Bundy 43 perches to a post; thence North 77-1/2° West 102 perches along lands deeded from William Long to Jeremiah Clinton to the place of beginning. Containing 44 acres and 58 perches, more or less. Being part of Subdivision 7 of Warrant No. 3597.

THE SECOND THEREOF: BEGINNING at a beech tree at the Southwest corner of Subdivision No. 8 of Warrant No. 3597; thence North 49 perches and 5-1/2 feet to a post; thence South 16° East along lands now or formerly of William Long 123 perches and 1-1/2 feet to a post; thence South 16° West 27 perches along lands now or formerly of Judson Bundy to a post; thence West along lands now or formerly of John DuBois, formerly Subdivision No. 6, 94 perches to the place of

beginning. Containing 22 acres and 59 perches, be the same more or less.

EXCEPTING AND RESERVING from the above-described premises the following parcels of land:

1. 3.2 acres conveyed to Joseph Uren by deed of William Long dated June 3, 1898, and recorded in Deed Book No. 105, Page 287.
2. 21 acres 146 perches conveyed to Edward F. Duttry by deed of William Long, et ux., dated August 19, 1902, and recorded in Deed Book No. 142, Page 41.
3. 2.11 acres conveyed to Almos S. Bundy by deed of William Long, et ux., dated December 26, 1895, and recorded in Deed Book No. 154, Page 39.
4. 6 acres conveyed to A.S. Bundy by deed of Susanna Long, Administratrix of the Estate of William Long, deceased, dated June 15, 1907, and recorded in Deed Book No. 161, Page 359.
5. Premises conveyed to Rodney L. Kalgren and Gloria Kalgren by deed of Franklin Kalgren and Grace Kalgren dated July 12, 1978, and recorded in Clearfield County Deed Book Vol. 764, Page 352, on July 18, 1978.

THE THIRD THEREOF: BEGINNING at a point at the intersection of an alley and lands now or formerly of Jane McLaughlin; thence along lands now or formerly of Jane McLaughlin in a Southern direction a distance of 450 feet, more or less, to an iron pin at the lands now or formerly of

Jane McLaughlin and Bundy; thence in a Northeastern direction along said land now or formerly of Bundy a distance of 470 feet, more or less, to an iron pin at the intersection of lands now or formerly of Bundy and an alley; thence along said alley in a Western direction a distance of 200 feet, more or less, to a point at the land now or formerly of McLaughlin and place of beginning. Containing 3/4 acre, more or less, of land.

FURTHER EXCEPTING AND RESERVING all that certain piece of parcel on land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, and being more fully bounded and described in Deed dated February 18, 1999 between Daniel A. Kalgren, as Grantor, and Wesley J. Kalgren and Tamara E. Kalgren, as Grantees, containing 12 acres, more or less. Said deed being recorded in the Office of Recorder of Deeds for Clearfield County, Pennsylvania, as Instrument No. 199903038.

FURTHER EXCEPTING AND RESERVING from the above-described parcels of land all parcels previously conveyed which may not be specifically set forth above.

Together with all the right, title and interest of the Grantors in and to any gas and oil lease in which Grantors may have an interest.

EXCEPTING AND RESERVING the coal underlying the above premises with the right of egress and regress to recover and operate and carry away the same only as the same may have been excepted and reserved in prior deeds of conveyance.

Together with all of the right, title and interest of the Grantors in and to a certain lease with J.E. Rainard, et ux., dated April 16, 1947, and recorded in Clearfield County Miscellaneous Book Vol. 69, Page 443.

BEING the same premises which were conveyed to Daniel A. Kalgren by Deed of Daniel A. Kalgren and Shiela M. Kalgren dated June 22, 1998 and recorded in Clearfield County Deeds and Records Book Vol. 1945, Page 156 on June 26, 1998.

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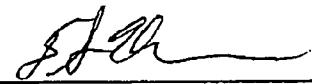
Timothy S. Kalgren, Attorney-in-Fact for Daniel Kalgren, makes this conveyance under authority granted by Power of Attorney dated August 23, 2002, which is recorded as Instrument No. 200321920.

It is hereby affirmed for purposes of the Commonwealth of Pennsylvania Realty Transfer Tax Act that this is a transaction between brother and brother and brother-in-law and sister-in-law, and therefore no transfer taxes are due or owing.

AND the said Grantor will GENERALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal, the day and year first above-written.

Sealed and delivered in the presence of:

  
(SEAL)  
Daniel A. Kalgren, by his Attorney-in-Fact, Timothy S. Kalgren

Commonwealth of Pennsylvania :  
SS.  
County of Clearfield :  
:

On this, the 27<sup>th</sup> day of January, 2004, before me the undersigned officer, a notary public, personally appeared TIMOTHY S. KALGREN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

Notary Public  
Elaine S.  
Elaine S., Notary Public  
Dobbs, Clearfield County  
My Commission Expires Jan 24, 2005

# NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

**Witness:**



Timothy S. Kalgren

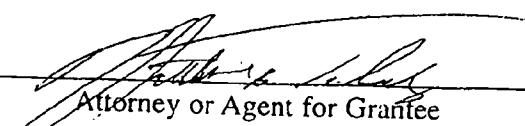
This 27<sup>th</sup> day of January, 2004.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

## CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

474 Treasure Lake  
DuBois, PA 15801



Attorney or Agent for Grantee

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

Instrument Number - 200402365

Recorded On 2/17/2004 At 12:37:40 PM

\* Instrument Type - MORTGAGE

\* Total Pages - 7

Invoice Number - 105855

\* Mortgagor - KALGREN, TIMOTHY S

\* Mortgagee - FIRST COMMONWEALTH BANK

\* Customer - FIRST COMMONWEALTH BANK

\* FEES

|                         |         |
|-------------------------|---------|
| RECORDING FEES -        | \$17.00 |
| RECORDER                |         |
| COUNTY IMPROVEMENT FUND | \$2.00  |
| RECORDER IMPROVEMENT    | \$3.00  |
| FUND                    |         |
| JCS/ACCESS TO JUSTICE   | \$10.00 |
| STATE WRIT TAX          | \$0.50  |
| TOTAL                   | \$32.50 |

\*RETURN DOCUMENT TO:  
FIRST COMMONWEALTH BANK

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

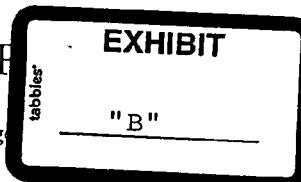
THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW

LEGAL DOCUMENT

\* - Information denoted by an asterisk may change



ss and may not be reflected on this page.

**RECORDATION REQUESTED BY:**

FIRST COMMONWEALTH BANK  
Downtown Dubois Office  
2 East Long Avenue  
P.O. Box 607A  
Dubois, PA 15801

**WHEN RECORDED MAIL TO:**

FCSC Loan Services/HEQ  
P O Box 400  
Indiana, PA 15701400

**SEND TAX NOTICES TO:**

TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT KALGREN  
PATRICIA A ARMSTRONG-KALGREN  
474 TREASURE LAKE  
DUBOIS, PA 15801

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

**MORTGAGE**

THIS MORTGAGE dated February 13, 2004, is made and executed between TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT KALGREN and PATRICIA A ARMSTRONG-KALGREN (referred to below as "Grantor") and FIRST COMMONWEALTH BANK, whose address is 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801 (referred to below as "Lender").

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

ALL THAT CERTAIN PROPERTY LOCATED SANDY TOWNSHIP, IN THE COUNTY OF CLEARFIELD AND THE COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 04/23/90 AND RECORDED 04/01/91 IN DEED BOOK 1391 PAGE 136, AND IN A DEED DATED 01/27/04 AND RECORDED 01/29/04 INSTRUMENT NUMBER 200401401

The Real Property or its address is commonly known as SECTION 1, LOT E4F, TREASURE LAKE, DUBOIS, PA 15801 AND ROUTE 255, KILMER ROAD, RD 2, DUBOIS, PA 15801.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$70,527.01, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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

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

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

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

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

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

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$2,500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may, do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among the remaining term and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Indebtedness is paid in full.

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

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

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness

or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

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

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

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

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

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

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

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

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

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

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

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

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

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

**Break Other Promises.** Borrower, or, Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

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

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

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

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's accounts with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

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

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

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

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

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this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

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

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

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

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

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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

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

**ASSOCIATION OF UNIT OWNERS.** The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

**Additional Authorizations.** Grantor irrevocably authorizes Lender, with full power of substitution, to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender will have the right to exercise this authorization only after Grantor's default; however, Lender may decline to exercise this authorization as Lender sees fit.

**Insurance.** The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

**Default.** Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

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

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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

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

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentation, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

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

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

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

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means TIMOTHY S KALGREN and includes all co-signers and co-makers signing the Note.

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

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

**Grantor.** The word "Grantor" means TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT KALGREN and PATRICIA A ARMSTRONG-KALGREN.

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

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

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

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

**Lender.** The word "Lender" means FIRST COMMONWEALTH BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

**Note.** The word "Note" means the promissory note, dated February 13, 2004, in the original principal amount of \$70,527.01 from Borrower to Lender, together with all renewals, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is March 5, 2014.

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

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

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

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

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

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

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

GRANTOR:

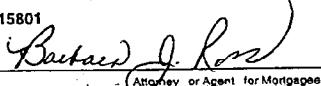
  
X **TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT  
KALGREN** (Seal)

  
X **PATRICIA A ARMSTRONG-KALGREN** (Seal)

#### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, FIRST COMMONWEALTH BANK, herein is as follows:

Downtown Dubois Office, 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801

  
Barbara J. Ross  
Attorney or Agent for Mortgagee

## INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

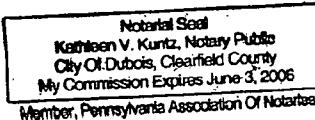
)

)

)

On this, the 13<sup>th</sup> day of February, 20 04, before me Kathleen V Kuntz, the undersigned Notary Public, personally appeared TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT KALGREN and PATRICIA A ARMSTRONG-KALGREN, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Kathleen V Kuntz  
Notary Public in and for the State of Pennsylvania

## PROMISSORY NOTE

| Principal<br>\$70,527.01 | Loan Date<br>02-13-2004 | Maturity<br>03-05-2014 | Loan No<br>9110012978 | Cal/Month | Account | Officer<br>BJR | Initials |
|--------------------------|-------------------------|------------------------|-----------------------|-----------|---------|----------------|----------|
|--------------------------|-------------------------|------------------------|-----------------------|-----------|---------|----------------|----------|

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing \*\*\*\* has been omitted due to text length limitations.

**Borrower:** TIMOTHY S KALGREN (SSN: 190-58-8347)  
474 TREASURE LAKE  
DUBOIS, PA 15801

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

**Principal Amount:** \$70,527.01

**Interest Rate:** 5.990%

**Date of Note:** February 13, 2004

**Maturity Date:** March 5, 2014

**PROMISE TO PAY.** I ("Borrower") promise to pay to FIRST COMMONWEALTH BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seventy Thousand Five Hundred Twenty-seven & 01/100 Dollars (\$70,527.01), together with interest at the rate of 5.990% per annum on the unpaid principal balance from February 19, 2004, until paid in full.

**PAYMENT.** I will pay this loan in 120 payments of \$784.59 each payment. My first payment is due April 5, 2004, and all subsequent payments are due on the same day of each month after that. My final payment will be due on March 5, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (365 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to me upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST COMMONWEALTH BANK, Downtown Dubois Office, 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$5.00, whichever is less.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

**DEFAULT.** I will be in default under this Note if any of the following happen:

**Payment Default.** I fail to make any payment when due under this Note.

**Break Other Promises.** I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

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

**Death or Insolvency.** Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

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

**Collateral Damage or Loss.** Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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

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

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

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

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** I acknowledge this Note is secured by the following collateral described in the security instrument listed herein, all the terms and conditions of which are hereby incorporated and made a part of this Note: a Mortgage dated February 13, 2004, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania.

**PROPERTY INSURANCE.** I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

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

**NOTIFY US OF INACCURATE INFORMATION WE REPORT.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. A copy of the report describing the specific inaccuracy(ies) should be sent to us at the following address: Payment Processing, P.O. Box 4



remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise agreed, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. I agree that Lender may renew or extend (repeatedly and for any

**PROMISSORY NOTE  
(Continued)**

Loan No: 9110012978

**Page 2**

All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE.**

**I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

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

**BORROWER:**

X   
TIMOTHY S KALGREN

(Seal)

Date: November 15, 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): Patricia A. Armstrong Kalgren

PROPERTY ADDRESS: Section 1 Lot E4F, Treasure Lake, Dubois, PA 15801, Route 255, Kilmer Rd., Dubois, PA 15801 and RD 2, Dubois, PA 15801

LOAN ACCT. NO.: 9110012978

ORIGINAL LENDER: First Commonwealth Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

**EXHIBIT**

"D"

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: Section 1 Lot E4F, Treasure Lake, Dubois, PA 15801, Route 255, Kilmer Rd., Dubois, PA 15801 and

**RD 2, 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: July 5, 2007 thru November 5, 2007 totaling \$3,917.95

Other charges (explain/itemize): Late fees of \$25.00

**TOTAL AMOUNT PAST DUE: \$3,942.95**

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 \$3,942.95, 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: Sharon Clawson

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

Clearfield County

|  |  |
|--|--|
| Keystone Economic Development Corporation<br>1954 Mary Grace Lane<br>Johnstown, PA 15901<br>(814) 535-6556<br>FAX (814) 539-1688 | Indiana Co. Community Action Program<br>827 Water Street, Box 187<br>Indiana, PA 15701<br>(724) 465-2657<br>FAX (724) 465-5118 |
| CCCS of Western Pennsylvania, Inc.<br>217 E. Plank Road<br>Altoona, PA 16602<br>(814) 944-8100<br>FAX (814) 944-5747             | CCCS of Northeastern PA<br>1631 S. Atherton St., Suite 100<br>State College, PA 16801<br>(814) 238-3668<br>FAX (814) 238-3669  |
| CCCS of Western PA<br>219-A College Park Plaza<br>Johnstown, PA 15904<br>(814) 539-6335  |  |

Date: November 15, 2007

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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 Timothy S. Kalgren AKA Timothy Scott Kalgren C/O Daniel Kalgren

PROPERTY ADDRESS: Route 255 Kilmer Rd., Dubois, PA 15801

LOAN ACCT. NO.: 9110012978

ORIGINAL LENDER: First Commonwealth Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

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

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or 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: Route 255 Kilmer Rd., 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: July 5, 2007 thru November 5, 2007 totaling \$3,917.95

Other charges (explain/itemize): Late fees of \$25.00

**TOTAL AMOUNT PAST DUE: \$3,942.95**

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 \$3,942.95, 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: Sharon Clawson

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES**

**Clearfield County**

|  |  |
|--|--|
| Keystone Economic Development Corporation<br>1954 Mary Grace Lane<br>Johnstown, PA 15901<br>(814) 535-6556<br>FAX (814) 539-1688 | Indiana Co. Community Action Program<br>827 Water Street, Box 187<br>Indiana, PA 15701<br>(724) 465-2657<br>FAX (724) 465-5118 |
| CCCS of Western Pennsylvania, Inc.<br>217 E. Plank Road<br>Altoona, PA 16602<br>(814) 944-8100<br>FAX (814) 944-5747             | CCCS of Northeastern PA<br>1631 S. Atherton St., Suite 100<br>State College, PA 16801<br>(814) 238-3668<br>FAX (814) 238-3669  |
| CCCS of Western PA<br>219-A College Park Plaza<br>Johnstown, PA 15904<br>(814) 539-6335  |  |

Date: November 15, 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 Timothy S. Kalgren AKA Timothy Scott Kalgren

PROPERTY ADDRESS: Section 1 Lot E4F, Treasure Lake, Dubois, PA 15801, Route 255, Kilmer Rd., Dubois, PA 15801 and RD 2, Dubois, PA 15801

LOAN ACCT. NO.: 9110012978

ORIGINAL LENDER: First Commonwealth Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
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RD 2, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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· TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

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· 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.

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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

Clearfield County

Keystone Economic Development Corporation      Indiana Co. Community Action Program  
1954 Mary Grace Lane      827 Water Street, Box 187  
Johnstown, PA 15901      Indiana, PA 15701  
(814) 535-6556      (724) 465-2657  
FAX (814) 539-1688      FAX (724) 465-5118

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

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

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

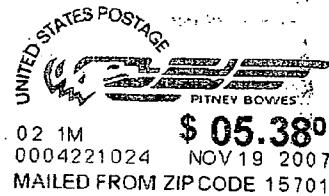
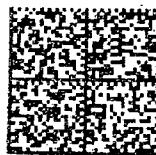
# **CERTIFIED MAIL**



7007 2560 0001 1485 8378

wealth Bank  
Philadelphia and 6th:  
1400

**E REQUESTED**



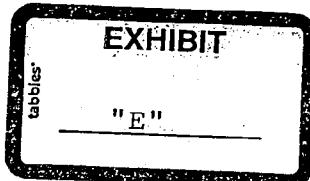
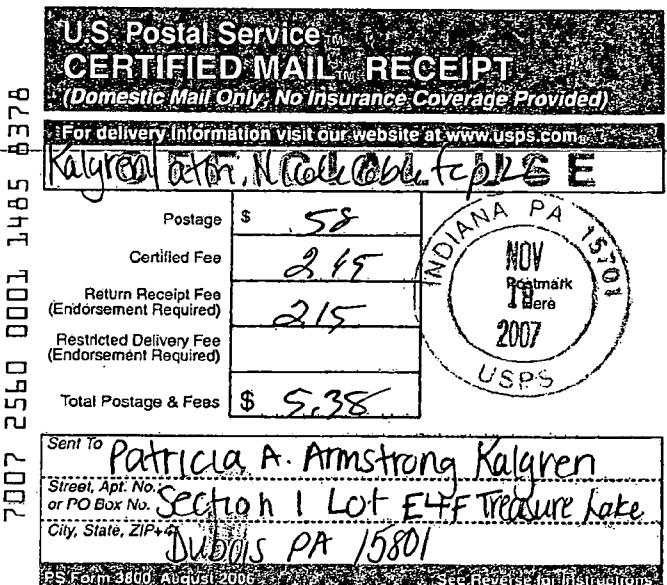
PATRICIA A ARMSTRONG KALGREN  
SECTION 1 LOT E4F  
TREASURE LAKE  
DUBOIS PA 15801

NIXIE 165 4C 1 25 11/21/07

RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD

BC: 15701040000 \*0596-12286-21-27

15701@0400



**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:

Patricia A. Armstrong Kalgren  
Section 1 Lot E4F  
Treasure Lake  
Dubois PA 15801

**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

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

## 4. Restricted Delivery? (Extra Fee)

 Yes

## 2. Article Number

7007 2560 0001 1485 8378

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

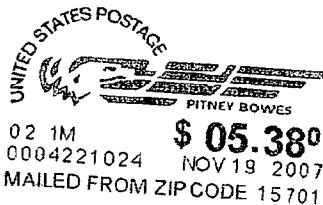
102595-02-M-1540

## CERTIFICATE



onwe

**onwealth B** 7007 2560 0001 1485 8392  
:: Philadelphia and 6th Streets, P.O. Box 400  
701-0400



ERVICE REQUESTED

WTF



NOT DELIVERABLE  
AS ADDRESSED  
UNABLE TO FORWARD

ARMSTRONG KALGREN

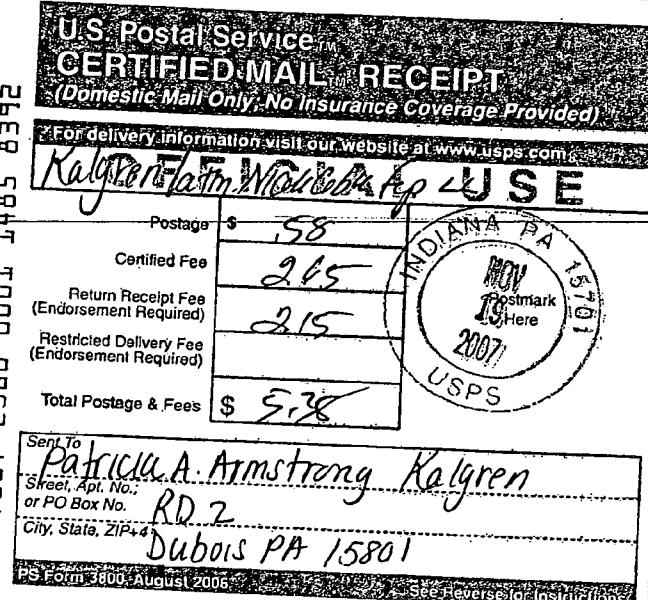
NIXIE 165 ac 1

25 11923767

10-429

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 15701040000 \*0596-02443-23-27



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. PLEASE ATTACHED 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:

Patricia A. Armstrong Kalyan  
RD 2  
DUBOIS PA 15801

**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)

7007 2560 0001 1485 8392

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL**



[onwealt]

**nonwealth Bank** 7007 2560 0001 1485 8385  
15: Philadelphia and 6th Streets, P.O. Box 400  
5701-0400

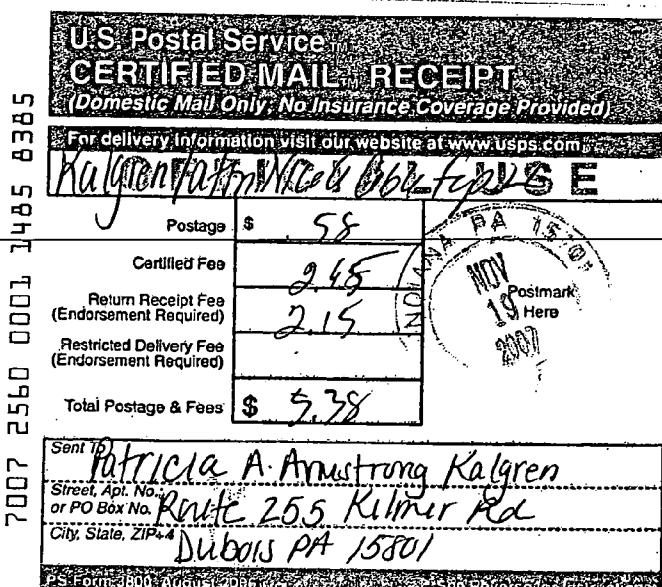


**ERVICE REQUESTED**

PATRICIA A ARMSTRONG KALGREN



NIXIE 155 4C 1 25 11/29/07  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 15701040000 \*0596-02440-23-27



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

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**1. Article Addressed to:**

Patricia A. Armstrong Kalyher  
Route 255 Kilmer Rd  
Dubois PA 15801

**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**

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

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number**

7007 2560 0001 1485 8385

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL**



wea

1th Bank 7007 2560 0001 1485 8408

Alpha and 6th Streets, P.O. Box 400



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1M 0004221024 NOV 19 2007  
\$ 05.38<sup>0</sup>  
MAILED FROM ZIP CODE 15701

REQUESTED  
TO BE RETURNED  
TO SENDER  
IF INSUFFICIENT ADDRESS

INSUFFICIENT ADDRESS  
TO BE RETURNED  
TO SENDER

ESTATE OF TIMOTHY SKALGREN  
AKA TIMOTHY SCOTT KALGREN  
SECTION 1 LOT E4F  
TREASURE LAKE PA 15801

8408  
8401  
7007 2560 0001 1485 8408

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

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

*Kalgren, Timothy, SCOTT, PA 15801*

|   |         |
|---|---------|
| Postage   | \$ .55  |
| Certified Fee                                     | 2.65    |
| Return Receipt Fee<br>(Endorsement Required)      | 2.15    |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 5.30 |

PA 15801 NOV 19 2007 Postmark Here USPS

Send To:  
Estate of Timothy Skalgren AKA Timothy  
Street, Apt. No.  
or PO Box No. Section 1 Lot E4F SCOTT KALGREN  
City, State, ZIP+4 Treasure Lake Dubois PA 15801

PS Form 3800, August 2006  
See Reverse for Instructions

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:

Estate of Timothy S. Kalgren  
AKA Timothy Scott Kalgren  
Section 1 Lot E4F  
Treasure Lake  
Dubois PA 15801

**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)

7007 2560 0001 1485 8408

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL**

lonwea

lonwealth Bank  
s: Philadelphia and 6th Streets, P.O. Box 400  
1701-0400

7007 2560 0001 1485 8255

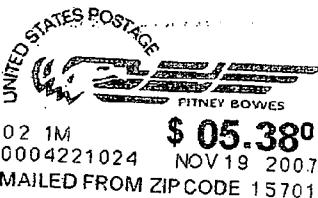
ERVICE REQUEST

RETURNED  
TO SENDER  
UNABLE TO FORWARD

NAME OF TIMOTHY S KALGREN

KALGREN

NOT DELIVERABLE  
AS ADDRESSED  
UNABLE TO FORWARD



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

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

7007 2560 0001 1485 8255

|                          |   |
|--------------------------|---|
| Postage                  | \$ .58  |
| Certified Fee            |   |
| <input type="checkbox"/> | Return Receipt Fee<br>(Endorsement Required)      |
| <input type="checkbox"/> | Restricted Delivery Fee<br>(Endorsement Required) |
| Total Postage & Fees     |   |
| \$ 5.38                  |   |

7007 2560 0001 1485 8255

Sent to:  
CS State of Timothy S. Kalgren AKA Timothy Scott  
Street, Apt. No.;  
or PO Box No.  
RD 2  
City, State, ZIP+  
Dubois PA 15801

PS Form 3800, August 2006  
See Reverse for Instructions

NOV 19 2007  
PA Postmark  
19  
2007  
USPS

**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 Timothy S. Kalgren  
AKA Timothy Scott Kalgren

RD 2  
Dubois PA 15801

## 2. Article Number

(Transfer from service label)

7007 2560 0001 1485 8255

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**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

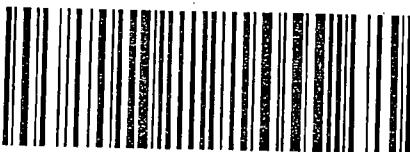
## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

Yes

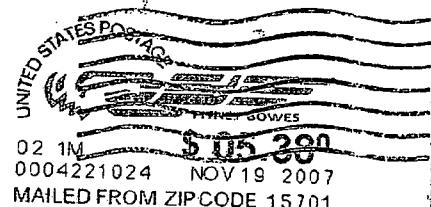
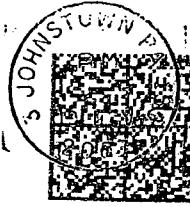
**CERTIFIED MAIL**



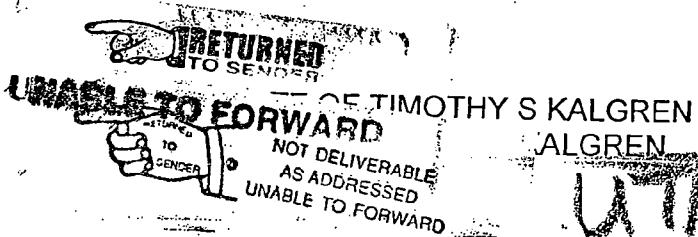
onweal

onwealth Bank  
Philadelphia and 6th Streets, P.O. Box 400  
01-0400

7007 2560 0001 1485 8491



VICE REQUESTED



US Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

8491  
7007 2560 0001 1485 8491

|   |         |
|---|---------|
| Postage   | \$ .58  |
| Certified Fee                                     | \$ .98  |
| Return Receipt Fee<br>(Endorsement Required)      | \$ .15  |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 1.71 |

10/15/07  
Postmark Here  
USPS

Sent To  
Estate of Timothy S Kalgren AKA Timothy  
Street, Apt. No. \_\_\_\_\_  
or PO Box No. \_\_\_\_\_  
Route 255 Kilmer Rd.  
City, State, ZIP: Dubois PA 15801

US Form 3800 (August, 2006) Reverse of 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 Timothy S. Kalgren  
AKA Timothy Scott Kalgren  
Route 255 Kilmer Rd  
Dubois PA 15801

**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)

7007 2560 0001 1485 8491

102595-023-M-1540

**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:**

Patricia A. Armstrong Kalgren  
503 Treasure Lake  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

|   |                                    |
|---|------------------------------------|
| A. Signature<br><i>X. Armstrong Kalgren</i>   | Agent<br>Addressee                 |
| B. Received by (Printed Name)<br><i>Patricia A. Armstrong</i>   | Date of Delivery<br><i>1/19/01</i> |
| C. Is delivery address different from item 1?<br>If YES, enter delivery address below:<br><i>PA 15801</i> |                                    |

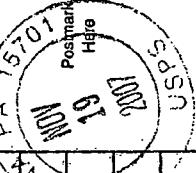
|  |   |
|--|---|
| 3. Service Type  | <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail    |
|  | <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise |
|  | <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.                       |
| 4. Restricted Delivery? (Extra Fee)                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                    |
| 2. Article Number<br>(Transfer from service label)                   | 700072550001 14858262   |
| PS Form 3811, February 2004 Domestic Return Receipt 102598-02-M-1540 |   |

US Postal Service  
**CERTIFIED MAIL RECEIPT**  
Domestic Mail Only, No Insurance Coverage Provided

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

*Kathy Armstrong*

|   |         |
|---|---------|
| Postage   | \$ 1.58 |
| Certified Fee                                     | 265     |
| Return Receipt Fee<br>(Endorsement Required)      | 25      |
| Restricted Delivery Fee<br>(Endorsement Required) | 25      |
| Total Postage & Fees                              | \$ 5.38 |



Send To:  
*Patricia A. Armstrong Kalgren*  
Street, Apt. No.: *503*  
or PO Box No.: *15801*  
City, State, Zip+4: *Treasure Lake, PA 15801*

PS Form 3811, February 2004 Domestic Return Receipt 102598-02-M-1540

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





**FILED**

**JUL 11 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1265-CD

FIRST COMMONWEALTH BANK

vs

PATRICIA A. ARMSTRONG-KALGREN, DANIEL A. KALGREN & unknown heirs et al  
COMPLAINT IN MORTGAGE FORECLOSURE

Left off of

Kilmer  
after  
C.

SERVICE # 2 OF 2

SERVE BY: 08/10/2008

HEARING:

PAGE: 104401

DEFENDANT: DANIEL A. KALGREN  
ADDRESS: 200 KALGREN ROAD  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT

OCCUPIED William A. Shaw  
Prothonotary/Clerk of Courts

ATTEMPTS 7-18-08 - N/H left office

FILED

0/3:30pm  
JUL 22 2008

JK

**SHERIFF'S RETURN**

NOW, 7-22-08 AT 10:50 AM PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DANIEL A. KALGREN, DEFENDANT

BY HANDING TO Gretchen Bloomer, Paralegal

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED Rice Complex 90 Beaver Drive DuBois  
PA 15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DANIEL A. KALGREN

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DANIEL A. KALGREN

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

DAY OF 2008

BY: Jerome M. Nevin  
Deputy Signature

Jerome M. Nevin  
Print Deputy Name

FILED

JUL 22 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
 )  
 Plaintiff, ) Type of Case: MORTGAGE FORECLOSURE  
 )  
 vs. ) Type of Pleading:  
 ) ANSWER TO COMPLAINT IN  
 ) FORECLOSURE AND NEW MATTER  
 )  
 PATRICIA A. ARMSTRONG- ) Filed on Behalf of:  
 KALGREN, DANIEL A. KALGREN and ) Defendant, Daniel A. Kalgren  
 unknown heirs, successors, assigns and all )  
 persons claiming right, title or interest )  
 from or under TIMOTHY SCOTT )  
 KALGREN, Deceased, ) Counsel of Record:  
 ) BENJAMIN S. BLAKLEY, III, ESQUIRE  
 Defendants. ) Supreme Court No. 26331  
 )  
 ) BLAKLEY & JONES  
 ) 90 Beaver Drive, Box 6  
 ) DuBois, Pa 15801  
 ) (814) 371-2730

FILED 300  
01/30/2008 Atty Blakley  
AUG 06 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
GK

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 PATRICIA A. ARMSTRONG- )  
 KALGREN, DANIEL A. KALGREN and )  
 unknown heirs, successors, assigns and all )  
 persons claiming right, title or interest )  
 from or under TIMOTHY SCOTT )  
 KALGREN, Deceased, )  
 )  
 Defendants. )

## **NOTICE TO PLEAD**

**TO: THE WITHIN NAMED**

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

~~BLAKLEY & JONES~~

Benjamin S. Blakley, III  
Attorney for Defendant Daniel A. Kalgren

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 PATRICIA A. ARMSTRONG- )  
 KALGREN, DANIEL A. KALGREN and )  
 unknown heirs, successors, assigns and all )  
 persons claiming right, title or interest )  
 from or under TIMOTHY SCOTT )  
 KALGREN, Deceased, )  
 )  
 Defendants. )

**ANSWER TO COMPLAINT IN FORECLOSURE**

AND NOW comes the Respondent, **DANIEL A. KALGREN**, by and through his  
attorneys, **BLAKLEY & JONES**, and answers Plaintiff's Complaint in Foreclosure as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Requires no answer.
5. Admitted.
6. Admitted.
7. Requires no answer.
8. It is admitted that on February 13, 2004, Defendant Patricia A. Armstrong-

Kalgren and Timothy S. Kalgren, a/k/a Timothy Scott Kalgren, executed and delivered to  
Plaintiff a Mortgage and Promissory Note encumbering the property described on Plaintiff's

Exhibit A-1 and purporting to encumber the real property as described in Plaintiff's Exhibit A-2; however, it is further averred that the premises described in Plaintiff's Exhibit A-2 had been conveyed to the Defendant Patricia A. Armstrong-Kalgren and Timothy S. Kalgren, a/k/a Timothy Scott Kalgren, through the fraudulent actions of the said Patricia A. Armstrong-Kalgren and Timothy S. Kalgren, a/k/a Timothy Scott Kalgren, and as such, those individuals did not have the authority to encumber the described premises.

9. Admitted

10. Requires no answer.

11. After reasonable investigation, the Defendant Daniel A. Kalgren is unable to determine the truth or falsity of the allegations contained within Paragraph 11 of Plaintiff's Complaint in Foreclosure, and therefore denies the same and demands strict proof thereof at trial.

12. Requires no answer.

13. After reasonable investigation, the Defendant Daniel A. Kalgren is unable to determine the truth or falsity of the allegations contained within Paragraph 11 of Plaintiff's Complaint in Foreclosure, and therefore denies the same and demands strict proof thereof at trial.

14. After reasonable investigation, the Defendant Daniel A. Kalgren is unable to determine the truth or falsity of the allegations contained within Paragraph 11 of Plaintiff's Complaint in Foreclosure, and therefore denies the same and demands strict proof thereof at trial.

15. It is admitted that the thirty-day notice required by Act No. 6, 41 P.S. § 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to

Patricia A. Kalgren and the Estate of Timothy Scott Kalgren; however, it is denied that said notices were mailed to Daniel A. Kalgren at any time.

16. After reasonable investigation, the Defendant Daniel A. Kalgren is unable to determine the truth or falsity of the allegations contained within Paragraph 11 of Plaintiff's Complaint in Foreclosure, and therefore denies the same and demands strict proof thereof at trial; however, to the extent that an answer is required with regard to Defendant Daniel A. Kalgren, as the said Daniel A. Kalgren has received no Notice of Homeowners' Emergency Mortgage Assistance Act of 1983, Defendant Daniel A. Kalgren has not requested a face-to-face meeting with the Plaintiff.

WHEREFORE, Defendant Daniel A. Kalgren respectfully requests that this Honorable Court deny the prayer in Plaintiff's Complaint in Foreclosure.

**NEW MATTER**

17. Defendant incorporates herein by reference his answers to paragraph 1 through 16 to Plaintiff's Complaint as if fully set forth herein.

18. By instrument dated the 8<sup>TH</sup> day of August, 2002, the Defendant did execute a Power of Attorney to his brother, Timothy Scott Kalgren, granting to the said Timothy Scott Kalgren the power to act on behalf of the Defendant, but not granting to Timothy Scott Kalgren the power to make gifts to himself or to others of any of the assets of the Defendant.

19. At the time of the execution of said Power of Attorney, the Defendant was the owner of real property located at 290 Kalgren Road, DuBois, Clearfield County, Pennsylvania,

by virtue of Deed dated June 22, 1988, and recorded in Clearfield County Deed and Records Book Vol 1945, page 156, on June 26, 1988.

20. Without the Defendant's knowledge or consent, the said Timothy Scott Kalgren as attorney in fact for the Defendant, Daniel A. Kalgren, did, without consideration and as a gift, convey the subject premises to himself and Defendant, Patricia A. Armstrong-Kalgren by Deed dated January 27, 2004, and recorded to Instrument No. 200401401, on January 29, 2004, as set forth in Plaintiff's Exhibit "A2" attached to Plaintiff's Complaint.

21. Timothy Scott Kalgren and Defendant, Patricia A. Armstrong-Kalgren then entered into the mortgage transaction with the Plaintiff encumbering the property improperly conveyed to Timothy Scott Kalgren and Defendant, Patricia A. Armstrong-Kalgren without the knowledge or consent of Defendant, Daniel A. Kalgren.

22. Upon learning of this improper transfer, Defendant, Daniel A. Kalgren did bring an action against the Defendant, Patricia A. Armstrong-Kalgren to set aside the conveyance of the real property located at 290 Kalgren Road, DuBois, Clearfield County, Pennsylvania, the said Timothy Scott Kalgren having previously become deceased, thereby vesting title in the property in Defendant, Patricia A. Armstrong-Kalgren.

23. By Order dated the 10<sup>th</sup> day of October, 2005, The Honorable Paul E. Cherry did order that the said property be reconveyed to Defendant, Daniel A. Kalgren and did Order Karen L. Starck, Recorder of Deeds of Clearfield County, Pennsylvania, to convey the property to Defendant, Daniel A. Kalgren on behalf of Defendant, Patricia A. Armstrong-Kalgren, thereby vesting title once again to the subject property in Daniel A. Kalgren.

24. That the actions of Timothy Scott Kalgren and Patricia A. Armstrong-Kalgren in conveying the subject property to themselves under the purported authority of the Power of Attorney executed by Defendant, Daniel A. Kalgren, was at all times fraudulent and therefore, the actions of Timothy Scott Kalgren and Defendant, Patricia A. Armstrong-Kalgren, in encumbering the subject property by the mortgage made by the parties with the Plaintiff were also fraudulent and without the knowledge or authority of Defendant, Daniel A. Kalgren and were in violation of the powers set forth in the Power of Attorney dated August 8, 2002, between Daniel A. Kalgren and Timothy Scott Kalgren.

WHEREFORE, Defendant, Daniel A. Kalgren demands that the Plaintiff's Complaint in Mortgage Foreclosure be dismissed.

Respectfully Submitted,

BLAKLEY & JONES

Benjamin S. Blakley, III  
Attorney for Defendant Daniel A. Kalgren

## VERIFICATION

I, **DANIEL A. KALGREN**, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing Answer to Complaint in Foreclosure and New Matter are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



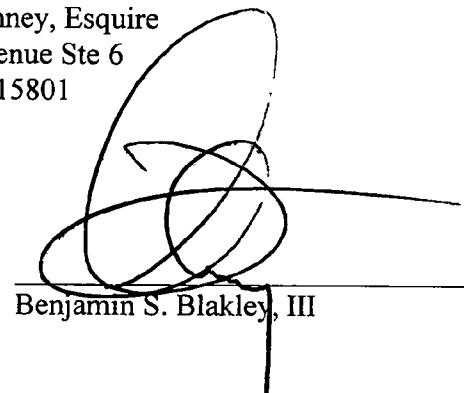
Daniel A. Kalgren  
DANIEL A. KALGREN

Dated: 8-6-08

**CERTIFICATE OF SERVICE**

This will certify that on the date shown below, the undersigned served a copy of Plaintiff's Answer to Complaint in Foreclosure and New Matter in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail this 6<sup>th</sup> day of August, 2008:

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



Benjamin S. Blakley, III

**FILED**

AUG 06 2003

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1265-CD

FIRST COMMONWEALTH BANK

vs

PATRICIA A. ARMSTRONG-KALGREN, DANIEL A. KALGREN & unknown heirs et al  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/10/2008 HEARING: PAGE: 104401

DEFENDANT: PATRICIA A. ARMSTRONG-KALGREN  
ADDRESS: 503 TREASURE LAKE  
DUBOIS, PA 15801

771-7015

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT  OCCUPIED  
ATTEMPTS 07-03-08 Not Found @ Lake Pen. Security checked Davey Ct. Home N/A 07-24-08  
08-06-08 Davey Ct. Spoke to Res. Do Not Know Subject. N/A 08-06-08 NOTE N/A

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON PATRICIA A. ARMSTRONG-KALGREN, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR PATRICIA A. ARMSTRONG-KALGREN

AT (ADDRESS) \_\_\_\_\_

NOW 08-18-08 AT 9:00 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO PATRICIA A. ARMSTRONG-KALGREN

REASON UNABLE TO LOCATE Not Found AT RESIDENCE

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Conneriet

Deputy Signature

Mark A. Conneriet

Print Deputy Name

**FILED**

09:44 AM GK  
AUG 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

|  |   |  |
|--|---|--|
| FIRST COMMONWEALTH<br>BANK,  | : | NO. 08- 1265 C.D.  |
| PLAINTIFF  | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE                              |
| VS.  | : | TYPE OF PLEADING: COMPLAINT<br>IN FORECLOSURE                      |
| PATRICIA A. ARMSTRONG-<br>KALGREN, DANIEL A.   | : | FILED ON BEHALF OF: PLAINTIFF                                      |
| KALGREN and unknown heirs,<br>successors, assigns, and all persons<br>claiming right, title or interest<br>from or under TIMOTHY SCOTT<br>KALGREN, Deceased, | : | COUNSEL OF RECORD:<br>CHRISTOPHER E. MOHNEY, ESQUIRE               |
| DEFENDANTS   | : | SUPREME COURT NO.: 63494   |
|  | : | 25 EAST PARK AVENUE, SUITE 6<br>DUBOIS, PA 15801<br>(814) 375-1044 |

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

JUL 11 2008

Attest.

*William C. Mohney*  
Prothonotary/  
Clerk of Courts

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

|                                      |   |                        |
|--------------------------------------|---|------------------------|
| FIRST COMMONWEALTH                   | : | NO. 08 - C.D.          |
| BANK,                                | : |                        |
| PLAINTIFF                            | : | TYPE OF CASE: MORTGAGE |
| VS.                                  | : | FORECLOSURE            |
|                                      |   |                        |
| PATRICIA A. ARMSTRONG-               | : |                        |
| KALGREN, DANIEL A.                   | : |                        |
| KALGREN and unknown heirs,           | : |                        |
| successors, assigns, and all persons | : |                        |
| claiming right, title or interest    | : |                        |
| from or under TIMOTHY SCOTT          | : |                        |
| KALGREN, Deceased,                   | : |                        |
|                                      |   |                        |
| DEFENDANTS                           | : |                        |

NOTICE

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

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

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

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

|                                      |   |                                       |      |
|--------------------------------------|---|---------------------------------------|------|
| FIRST COMMONWEALTH                   | : | NO. 08 -                              | C.D. |
| BANK,                                | : |                                       |      |
| PLAINTIFF                            | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE |      |
| VS.                                  | : |                                       |      |
| PATRICIA A. ARMSTRONG-               | : |                                       |      |
| KALGREN, DANIEL A.                   | : |                                       |      |
| KALGREN and unknown heirs,           | : |                                       |      |
| successors, assigns, and all persons | : |                                       |      |
| claiming right, title or interest    | : |                                       |      |
| from or under TIMOTHY SCOTT          | : |                                       |      |
| KALGREN, Deceased,                   | : |                                       |      |
| DEFENDANTS                           | : |                                       |      |

COMPLAINT

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

1. Plaintiff **FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **PATRICIA A. ARMSTRONG-KALGREN** is an adult individual with a last known address at 503 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

3. Defendant **DANIEL A. KALGREN** is an adult individual with a last known address at 200 Kalgren Road, DuBois, Clearfield County, Pennsylvania 15801.

4. Defendants unknown heirs, successors, assigns, and all persons claiming right, title or interest from or under Timothy Scott Kalgren, Deceased, have unknown addresses.

5. Defendant Patricia A. Armstrong-Kalgren is the mortgagor and real owner of the premises hereinafter described on Exhibit A-1, by virtue of being the surviving spouse of mortgagor Timothy S. Kalgren, who died on August 17, 2004, and for which no estate has been opened.

6. Defendant Daniel A. Kalgren is the real owner of the premises hereinafter described on Exhibit A-2, which real estate was pledged as collateral on the hereinafter described mortgage recorded as Instrument #200402365, for which defendants Patricia A. Armstrong-Kalgren and decedent Timothy S. Kalgren a/k/a Timothy Scott Kalgren were then real owners.

7. Defendants unknown heirs, successors, assigns, and all persons claiming right, title or interest from or under Timothy S. Kalgren, deceased, are joined in this action pursuant to the intestacy laws of the Commonwealth of Pennsylvania.

8. On February 13, 2004, defendant Patricia A. Armstrong-Kalgren and Timothy S. Kalgren, a/k/a Timothy Scott Kalgren, now deceased, executed and delivered to Plaintiff a Mortgage and Promissory Note upon the premises described in Exhibits A-1 and A-2 attached to this complaint, which Mortgage was recorded on February 17, 2004 in the Clearfield County office of the Recorder of Deeds as Instrument #200402365. True

and correct copies of the Mortgage and Promissory Note are attached hereto as Exhibits "B" and "C" respectively, and are incorporated herein by reference.

9. Since the recording of the mortgage, the collateral described on Exhibit A-2 has been deeded to defendant Daniel A. Kalgren, by deed dated October 17, 2005 from Karen L. Starck, Recorder of Deeds of Clearfield County, Pennsylvania, on behalf of Patricia A. Armstrong-Kalgren, and said deed recorded as Instrument #200517859 in the Recorder of Deeds office for Clearfield County, Pennsylvania.

10. Said mortgage has not been assigned.

11. The said Mortgage and Promissory Note were in the principal amount of Seventy Thousand Five Hundred Twenty Seven Dollars and One Cent (\$70,527.01), with interest thereon at 5.990% per annum, payable as to the principal and interest in equal monthly installments of Seven Hundred Eighty Four Dollars and Fifty-Nine Cents (\$784.59) each, commencing April 5, 2004. Said Mortgage and Promissory Note are incorporated herein by reference.

12. The premises subject to the Mortgage is the property located at Section 1, Lot E4F, Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, and is described on Exhibit A-1 attached hereto and made a part hereof, and 200 Kilmer Road, Sandy Township, Clearfield County, Pennsylvania, and is described on Exhibit A-2 attached hereto and made a part hereof.

13. The Mortgage is in default because payments of principal and interest due October 5, 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.

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

|  |                 |
|--|-----------------|
| Balance of Principal:  | \$57,855.65     |
| Accrued but unpaid interest through<br>6/11/2008 at 5.990% per annum (\$9.46<br>per diem): | \$ 845.59       |
| Late charges on overdue amount as<br>of 6/11/08:   | <u>\$ 60.00</u> |
| TOTAL:   | \$58,761.24     |

PLUS, the following amounts accruing after 6/11/08:

Interest at the rate of 5.990% per annum (\$9.46 per diem);

Late Charges from 6/11/08 forward; any escrow deficits; reasonable attorneys fees and costs.

15. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on November 19, 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.

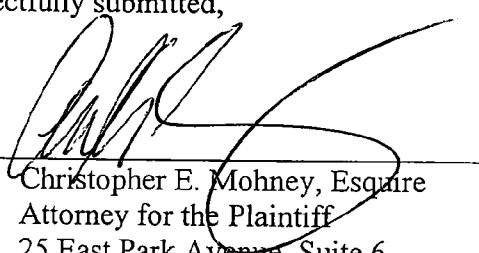
16. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 10, namely, the principal balance amount of \$58,761.24, plus the following amounts accruing after June 11, 2008, to the date of judgment:

- a) Interest of \$9.46 per day;
- b) Late charges;
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorneys fees and costs of suit.

Respectfully submitted,

BY:

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

**VERIFICATION**

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

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



*Susan Stiteler*  
Susan Stiteler

MAY. 16. 2008 3:59PM COMMONWEALTH CREDIT

NO. 083 P. 3

vol 1391 pg 138

WARRANTY DEED -- 360

PLANTATION CO., WALLACEPORT, PA.

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the Twenty-third (23rd) day of April.

in the year nineteen hundred and ninety (1990)

BETWEEN FRANKLIN K. KALGREN and GRACE W. KALGREN, husband and wife, of R.D. #2, Dubois, Clearfield County, Pennsylvania, GRANTORS, Parties of the First Part;

A  
N  
D

TIMOTHY SCOTT KALGREN of Sandy Township, Clearfield County, Pennsylvania, GRANTEE, Party of the Second Part;

WITNESSETH, That in consideration of ONE and 00/100  
(\$1.00) Dollars,

In hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees,

ALL that certain piece, parcel or lot of land lying and being situate in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin on the northeast corner of Lot No. E-4-E in the Lot Plan of the East and South sections of Clear Run Farms' Lake Rene, thence South 17° 20' East 200 feet more or less to an iron pin; thence North 72° 40' East 200 feet more or less to an iron pin; thence North 17° 20' West 200 feet more or less to an iron pin; thence South 72° 40' West 200 feet more or less to an iron pin and the place of beginning, all bearings being magnetic, and containing 0.92 acres, more or less. Being all of Lot No. E-4-F in the aforesaid Lot Plan.

EXCEPTING AND RESERVING all of the coal, oil, gas and minerals of every kind or nature whatsoever, in, under and upon the above described premises, together with the free and uninterrupted right of ingress, egress and regress to enter upon or under the said premises for the purposes of mining therein and drilling thereon.

This deed is made under and subject to the following restrictions so that such restrictions shall remain as conditions in full force and effect whether recited and referred to or not in subsequent conveyances and shall attach to the land as conditions precedent to the sale of the same, viz:

EXHIBIT

"A - 1"

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

AFFIDAVIT NO. 37212

## \*RETURN DOCUMENT TO:

Instrument Number - 200401401  
Recorded On 1/29/2004 At 1:02:57 PM

HANAK, GUIDO, AND TALADAY  
P.O. BOX 487  
DUBOIS, PA 15801

\*Instrument Type - DEED

\*Total Pages - 6

Invoice Number - 104977

\*Grantor - KALGREN, DANIEL A

\*Grantee - KALGREN, TIMOTHY S

\*Customer - HANAK, GUIDO, AND TALADAY

### \* FEES

|                         |         |
|-------------------------|---------|
| RECORDING FEES -        | \$15.00 |
| RECORDER                |         |
| COUNTY IMPROVEMENT FUND | \$2.00  |
| RECORDER IMPROVEMENT    | \$3.00  |
| FUND                    |         |
| JCS/ACCESS TO JUSTICE   | \$10.00 |
| STATE WRIT TAX          | \$0.50  |
| TOTAL                   | \$30.50 |

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

EXHIBIT

"A - 2"

\* - Information denoted by an asterisk may change due to space constraints and may not be reflected on this page.

Warranty Deed  
County Parcel No. \_\_\_\_\_

## **CORRECTIVE DEED**

**MADE** the 27<sup>th</sup> day of January in the year two thousand four (2004).

**BETWEEN DANIEL A. KALGREN**, a single person, of Sandy Township, Clearfield County, Pennsylvania, by his attorney-in-fact, Timothy S. Kalgren, Party of the First Part and **GRANTOR**,

and

**TIMOTHY S. KALGREN** and **PATRICIA A. ARMSTRONG-KALGREN**, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, hereinafter referred to as **GRANTEEES**;

**WITNESSETH**, That in consideration of the sum of One (\$1.00) Dollar, the said Grantor does hereby grant and convey to the said Grantees,

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

**THE FIRST THEREOF**: BEGINNING at a post at the South corner of Subdivision No. 8 of Warrant No. 3597; thence East 40 perches to a post; thence North 12 perches to a post; thence South 88° East 71.9 perches to a post; thence North 3 perches to a post; thence East 25 perches bounded partly on the North by lands now or formerly of John DuBois; thence South 33.7 perches to a post; thence West along lands now or formerly of Judson Bundy 25 perches to a post; thence South 15° West along lands now or formerly of Judson Bundy 43 perches to a post; thence North 77-1/2° West 102 perches along lands deeded from William Long to Jeremiah Clinton to the place of beginning. Containing 44 acres and 58 perches, more or less. Being part of Subdivision 7 of Warrant No. 3597.

**THE SECOND THEREOF**: BEGINNING at a beech tree at the Southwest corner of Subdivision No. 8 of Warrant No. 3597; thence North 49 perches and 5-1/2 feet to a post; thence South 16° East along lands now or formerly of William Long 123 perches and 1-1/2 feet to a post; thence South 16° West 27 perches along lands now or formerly of Judson Bundy to a post; thence West along lands now or formerly of John DuBois, formerly Subdivision No. 6, 94 perches to the place of

beginning. Containing 22 acres and 59 perches, be the same more of less.

EXCEPTING AND RESERVING from the above-described premises the following parcels of land:

1. 3.2 acres conveyed to Joseph Uren by deed of William Long dated June 3, 1898, and recorded in Deed Book No. 105, Page 287.
2. 21 acres 146 perches conveyed to Edward F. Duttry by deed of William Long, et ux., dated August 19, 1902, and recorded in Deed Book No. 142, Page 41.
3. 2.11 acres conveyed to Almos S. Bundy by deed of William Long, et ux., dated December 26, 1895, and recorded in Deed Book No. 154, Page 39.
4. 6 acres conveyed to A.S. Bundy by deed of Susanna Long, Administratrix of the Estate of William Long, deceased, dated June 15, 1907, and recorded in Deed Book No. 161, Page 359.
5. Premises conveyed to Rodney L. Kalgren and Gloria Kalgren by deed of Franklin Kalgren and Grace Kalgren dated July 12, 1978, and recorded in Clearfield County Deed Book Vol. 764, Page 352, on July 18, 1978.

THE THIRD THEREOF: BEGINNING at a point at the intersection of an alley and lands now or formerly of Jane McLaughlin; thence along lands now or formerly of Jane McLaughlin in a Southern direction a distance of 450 feet, more or less, to an iron pin at the lands now or formerly of Jane McLaughlin and Bundy; thence in a Northeastern direction along said land now or formerly of Bundy a distance of 470 feet, more or less, to an iron pin at the intersection of lands now or formerly of Bundy and an alley; thence along said alley in a Western direction a distance of 200 feet, more or less, to a point at the land now or formerly of McLaughlin and place of beginning. Containing 3/4 acre, more or less, of land.

FURTHER EXCEPTING AND RESERVING all that certain piece of parcel on land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, and being more fully bounded and described in Deed dated February 18, 1999 between Daniel A. Kalgren, as Grantor, and Wesley J. Kalgren and Tamara E. Kalgren, as Grantees, containing 12 acres, more or less. Said deed being recorded in the Office of Recorder of Deeds for Clearfield County, Pennsylvania, as Instrument No. 199903038.

FURTHER EXCEPTING AND RESERVING from the above-described parcels of land all parcels previously conveyed which may not be specifically set forth above.

Together with all the right, title and interest of the Grantors in and to any gas and oil lease in which Grantors may have an interest.

EXCEPTING AND RESERVING the coal underlying the above premises with the right of egress and regress to recover and operate and carry away the same only as the same may have been excepted and reserved in prior deeds of conveyance.

Together with all of the right, title and interest of the Grantors in and to a certain lease with J.E. Rainard, et ux., dated April 16, 1947, and recorded in Clearfield County Miscellaneous Book Vol. 69, Page 443.

BEING the same premises which were conveyed to Daniel A. Kalgren by Deed of Daniel A. Kalgren and Shiela M. Kalgren dated June 22, 1998 and recorded in Clearfield County Deeds and Records Book Vol. 1945, Page 156 on June 26, 1998.

Timothy S. Kalgren, Attorney-in-Fact for Daniel Kalgren, makes this conveyance under authority granted by Power of Attorney dated August 23, 2002, which is recorded as Instrument No. 200321920.

It is hereby affirmed for purposes of the Commonwealth of Pennsylvania Realty Transfer Tax Act that this is a transaction between brother and brother and brother-in-law and sister-in-law, and therefore no transfer taxes are due or owing.

AND the said Grantor will GENERALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal, the day and year first above-written.

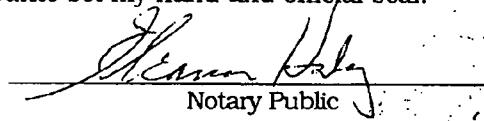
Sealed and delivered in the presence of:

  
(S E A L)  
Daniel A. Kalgren, by his Attorney-in-Fact, Timothy S. Kalgren

Commonwealth of Pennsylvania :  
SS.  
County of Clearfield :

On this, the 27<sup>th</sup> day of January, 2004, before me the undersigned officer, a notary public, personally appeared TIMOTHY S. KALGREN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

Eleanor Hall, Notary Public  
DuBois, Clearfield County  
My Commission Expires Jan 26, 2006

# NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

**Witness:**



Timothy S. Kalgren

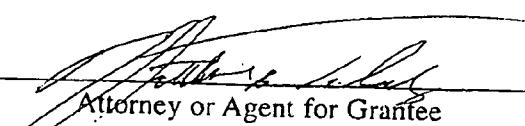
This 27<sup>th</sup> day of January, 2004.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

## CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

474 Treasure Lake  
DuBois, PA 15801



Attorney or Agent for Grantee

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

FIRST COMMONWEALTH BANK

Instrument Number - 200402365

Recorded On 2/17/2004 At 12:37:40 PM

\* Instrument Type - MORTGAGE

\* Total Pages - 7

Invoice Number - 105855

\* Mortgagor - KALGREN, TIMOTHY S

\* Mortgagee - FIRST COMMONWEALTH BANK

\* Customer - FIRST COMMONWEALTH BANK

**\* FEES**

|                         |         |
|-------------------------|---------|
| RECORDING FEES -        | \$17.00 |
| RECODER                 |         |
| COUNTY IMPROVEMENT FUND | \$2.00  |
| RECODER IMPROVEMENT     | \$3.00  |
| FUND                    |         |
| JCS/ACCESS TO JUSTICE   | \$10.00 |
| STATE WRIT TAX          | \$0.50  |
| TOTAL                   | \$32.50 |

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

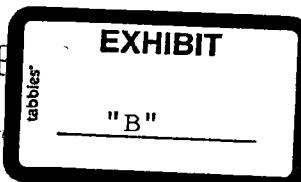
THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW

LEGAL DOCUMENT

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



**RECORDATION REQUESTED BY:**

FIRST COMMONWEALTH BANK  
Downtown Dubois Office  
2 East Long Avenue  
P.O. Box 607A  
Dubois, PA 15801

**WHEN RECORDED MAIL TO:**

FCSC Loan Services/HEQ  
P O Box 400  
Indiana, PA 15701400

**SEND TAX NOTICES TO:**

TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT KALGREN  
PATRICIA A ARMSTRONG-KALGREN  
474 TREASURE LAKE  
DUBOIS, PA 15801

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

THIS MORTGAGE dated February 13, 2004, is made and executed between TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT KALGREN and PATRICIA A ARMSTRONG-KALGREN (referred to below as "Grantor") and FIRST COMMONWEALTH BANK, whose address is 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801 (referred to below as "Lender").

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

ALL THAT CERTAIN PROPERTY LOCATED SANDY TOWNSHIP, IN THE COUNTY OF CLEARFIELD AND THE COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 04/23/90 AND RECORDED 04/01/91 IN DEED BOOK 1391 PAGE 136, AND IN A DEED DATED 01/27/04 AND RECORDED 01/29/04 INSTRUMENT NUMBER 200401401

The Real Property or its address is commonly known as SECTION 1, LOT E4F, TREASURE LAKE, DUBOIS, PA 15801 AND ROUTE 255, KILMER ROAD, RD 2, DUBOIS, PA 15801.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$70,527.01, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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

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

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

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

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

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

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$2,500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Indebtedness is paid in full.

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

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

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness

or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

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

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

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

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

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

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

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

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

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

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

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

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

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

**Break Other Promises.** Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

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

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

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

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's accounts with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

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

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

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

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

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this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

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

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

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

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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

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

**ASSOCIATION OF UNIT OWNERS.** The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

**Additional Authorizations.** Grantor irrevocably authorizes Lender, with full power of substitution, to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender will have the right to exercise this authorization only after Grantor's default; however, Lender may decline to exercise this authorization as Lender sees fit.

**Insurance.** The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

**Default.** Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

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

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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

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

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentation, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

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

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

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

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means TIMOTHY S KALGREN and includes all co-signers and co-makers signing the Note.

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

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

**Grantor.** The word "Grantor" means TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT KALGREN and PATRICIA A ARMSTRONG-KALGREN.

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

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

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

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

**Lender.** The word "Lender" means FIRST COMMONWEALTH BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

**Note.** The word "Note" means the promissory note, dated February 13, 2004, in the original principal amount of \$70,527.01 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is March 5, 2014.

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

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

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

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

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

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

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

**GRANTOR:**

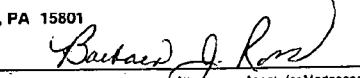
  
X **TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT  
KALGREN** (Seal)

  
X **PATRICIA A ARMSTRONG-KALGREN** (Seal)

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, FIRST COMMONWEALTH BANK, herein is as follows:

Downtown Dubois Office, 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801

  
\_\_\_\_\_  
Barbara J. Ross  
Attorney or Agent for Mortgagee

## INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

)

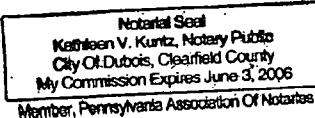
)

)

COUNTY OF Clearfield

On this, the 13th day of February, 20 04, before me Kathleen V Kuntz, the undersigned Notary Public, personally appeared TIMOTHY S KALGREN A/K/A TIMOTHY SCOTT KALGREN and PATRICIA A ARMSTRONG-KALGREN, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Kathleen V Kuntz  
Notary Public in and for the State of Pennsylvania

## PROMISSORY NOTE

| Principal   | Loan Date  | Maturity   | Loan No    | Call / Coll | Account | Officer | Initials |
|-------------|------------|------------|------------|-------------|---------|---------|----------|
| \$70,527.01 | 02-13-2004 | 03-05-2014 | 9110012978 |             |         | BJR     |          |

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing \*\*\*\* has been omitted due to text length limitations.

**Borrower:** TIMOTHY S KALGREN (SSN: 190-58-8347)  
474 TREASURE LAKE  
DUBOIS, PA 15801

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

**Principal Amount:** \$70,527.01

**Interest Rate:** 5.990%

**Date of Note:** February 13, 2004

**Maturity Date:** March 5, 2014

**PROMISE TO PAY.** I ("Borrower") promise to pay to FIRST COMMONWEALTH BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seventy Thousand Five Hundred Twenty-seven & 01/100 Dollars (\$70,527.01), together with interest at the rate of 5.990% per annum on the unpaid principal balance from February 19, 2004, until paid in full.

**PAYMENT.** I will pay this loan in 120 payments of \$784.59 each payment. My first payment is due April 5, 2004, and all subsequent payments are due on the same day of each month after that. My final payment will be due on March 5, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (365 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to me upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST COMMONWEALTH BANK, Downtown Dubois Office, 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$5.00, whichever is less.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

**DEFAULT.** I will be in default under this Note if any of the following happen:

**Payment Default.** I fail to make any payment when due under this Note.

**Break Other Promises.** I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

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

**Death or Insolvency.** Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

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

**Collateral Damage or Loss.** Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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

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

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

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

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** I acknowledge this Note is secured by the following collateral described in the security instrument listed herein, all the terms and conditions of which are hereby incorporated and made a part of this Note: a Mortgage dated February 13, 2004, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania.

**PROPERTY INSURANCE.** I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

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

**NOTIFY US OF INACCURATE INFORMATION WE REPORT.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. The specific inaccurate information and the name and address of the reporting agency describing the specific inaccuracy(ies) should be sent to us at

### EXHIBIT

"C"

remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, or any other person who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability to Lender if Lender fails to timely demand payment, or if Lender fails to timely presentment, demand for payment, and notice of dishonor. I agree that Lender may renew or extend (repeatedly and for any

**PROMISSORY NOTE  
(Continued)**

**Page 2**

**Loan No: 9110012978**

All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE.**

**I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

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

**BORROWER:**

X   
TIMOTHY S KALGREN

(Seal)

Date: November 15, 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): Patricia A. Armstrong Kalgren

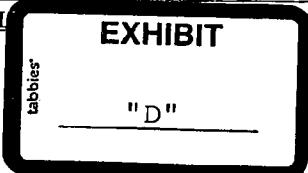
PROPERTY ADDRESS: Section 1 Lot E4F, Treasure Lake, Dubois, PA 15801, Route 255, Kilmer Rd., Dubois, PA 15801 and RD 2, Dubois, PA 15801

LOAN ACCT. NO.: 9110012978

ORIGINAL LENDER: First Commonwealth Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM  
FORECLOSURE AND HELP PAY YOUR 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: Section 1 Lot E4F, Treasure Lake, Dubois, PA 15801, Route 255, Kilmer Rd., Dubois, PA 15801 and

**RD 2, 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: July 5, 2007 thru November 5, 2007 totaling \$3,917.95

Other charges (explain/itemize): Late fees of \$25.00

**TOTAL AMOUNT PAST DUE: \$3,942.95**

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 \$3,942.95, 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:** Sharon Clawson

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

Clearfield County

|  |  |
|--|--|
| Keystone Economic Development Corporation<br>1954 Mary Grace Lane<br>Johnstown, PA 15901<br>(814) 535-6556<br>FAX (814) 539-1688 | Indiana Co. Community Action Program<br>827 Water Street, Box 187<br>Indiana, PA 15701<br>(724) 465-2657<br>FAX (724) 465-5118 |
| CCCS of Western Pennsylvania, Inc.<br>217 E. Plank Road<br>Altoona, PA 16602<br>(814) 944-8100<br>FAX (814) 944-5747             | CCCS of Northeastern PA<br>1631 S. Atherton St., Suite 100<br>State College, PA 16801<br>(814) 238-3668<br>FAX (814) 238-3669  |
| CCCS of Western PA<br>219-A College Park Plaza<br>Johnstown, PA 15904<br>(814) 539-6335  |  |

Date: November 15, 2007

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

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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 Timothy S. Kalgren AKA Timothy Scott Kalgren C/O Daniel Kalgren

PROPERTY ADDRESS: Route 255 Kilmer Rd., Dubois, PA 15801

LOAN ACCT. NO.: 9110012978

ORIGINAL LENDER: First Commonwealth Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or 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: Route 255 Kilmer Rd., 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: July 5, 2007 thru November 5, 2007 totaling \$3,917.95

Other charges (explain/itemize): Late fees of \$25.00

**TOTAL AMOUNT PAST DUE: \$3,942.95**

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 \$3,942.95, 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:** Sharon Clawson

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES**

**Clearfield County**

|  |  |
|--|--|
| Keystone Economic Development Corporation<br>1954 Mary Grace Lane<br>Johnstown, PA 15901<br>(814) 535-6556<br>FAX (814) 539-1688 | Indiana Co. Community Action Program<br>827 Water Street, Box 187<br>Indiana, PA 15701<br>(724) 465-2657<br>FAX (724) 465-5118 |
| CCCS of Western Pennsylvania, Inc.<br>217 E. Plank Road<br>Altoona, PA 16602<br>(814) 944-8100<br>FAX (814) 944-5747             | CCCS of Northeastern PA<br>1631 S. Atherton St., Suite 100<br>State College, PA 16801<br>(814) 238-3668<br>FAX (814) 238-3669  |
| CCCS of Western PA<br>219-A College Park Plaza<br>Johnstown, PA 15904<br>(814) 539-6335  |  |

Date: November 15, 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 Timothy S. Kalgren AKA Timothy Scott Kalgren

PROPERTY ADDRESS: Section 1 Lot E4F, Treasure Lake, Dubois, PA 15801, Route 255, Kilmer Rd., Dubois, PA 15801 and RD 2, Dubois, PA 15801

LOAN ACCT. NO.: 9110012978

ORIGINAL LENDER: First Commonwealth Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
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- 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.**

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**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.**

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

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RD 2, 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: July 5, 2007 thru November 5, 2007 totaling \$3,917.95

Other charges (explain/itemize): Late fees of \$25.00

**TOTAL AMOUNT PAST DUE: \$3,942.95**

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Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Sharon Clawson

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- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

Clearfield County

Keystone Economic Development Corporation      Indiana Co. Community Action Program  
1954 Mary Grace Lane      827 Water Street, Box 187  
Johnstown, PA 15901      Indiana, PA 15701  
(814) 535-6556      (724) 465-2657  
FAX (814) 539-1688      FAX (724) 465-5118

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

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

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

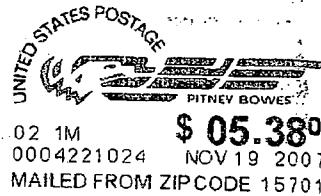
# **CERTIFIED MAIL**



nweal1

wealth Bank  
Philadelphia and 6th:  
1400

7007 2560 0001 1485 8378



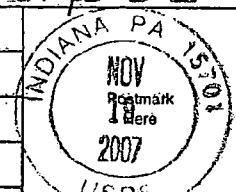
PATRICIA A ARMSTRONG KALGREN  
SECTION 1 LOT E4F  
TREASURE LAKE  
DUBOIS PA 15801

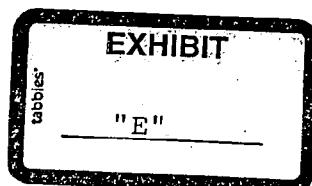
NIXIE 165 4C 1 25 11/21/07

RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD

BC: 15701040000 \*0596-12286-21-27

15701@0400

| U.S. Postal Service<br>CERTIFIED MAIL™ RECEIPT<br>(Domestic Mail Only; No Insurance Coverage Provided)   |         |
|--|---------|
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>   |         |
| Kalgren, Patricia, NCalleable, fcp126 E  |         |
| Postage  | \$ 58   |
| Certified Fee  | 245     |
| Return Receipt Fee<br>(Endorsement Required)   | 215     |
| Restricted Delivery Fee<br>(Endorsement Required)  |         |
| Total Postage & Fees   | \$ 5.38 |
|    |         |
| Sent To <b>Patricia A. Armstrong Kalgren</b><br>Street, Apt. No.<br>or PO Box No.<br>City, State, ZIP+4<br><b>Section 1 Lot E4PF Treasure Lake<br/>DUBois PA 15801</b> |         |



**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:**

Patricia A. Armstrong Kalgren  
Section 1 Lot E4F  
Treasure Lake  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

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

**2. Article Number**

7007 2560 0001 1485 8378

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

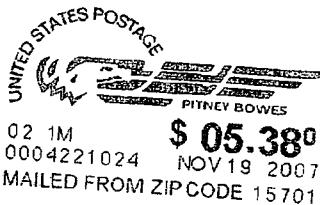
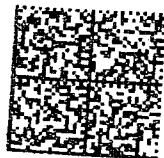
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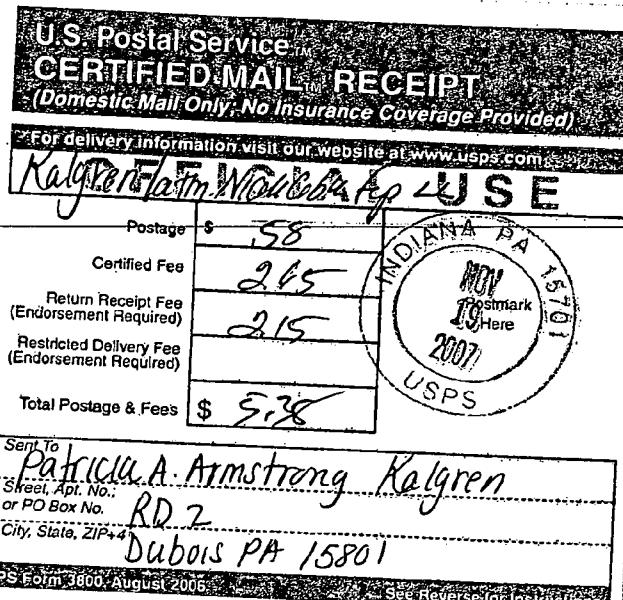
onwealth B 7007 2560 0001 1485 8392  
: Philadelphia and 6th Streets, P.O. Box 400  
701-0400

ERVICE REQUESTED

WTF



ARMSTRONG KALGREN



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:

Patricia A. Armstrong Kalyan  
RD 2  
DUBOIS PA 15801

**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)

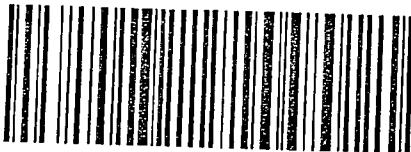
7007 2560 0001 1485 8392

PS Form 3811, February 2004

Domestic Return Receipt

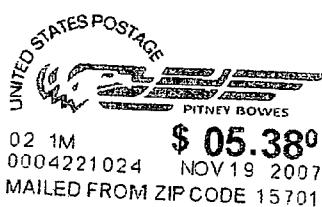
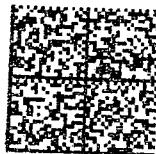
102595-02-M-1540

**CERTIFIED MAIL**



Fionweatl

**nonwealth Bank** 7007 2560 0001 1485 8385  
35: Philadelphia and 6th Streets, P.O. Box 400  
5701-0400



**SERVICE REQUESTED**

PATRICIA A ARMSTRONG KALGREN

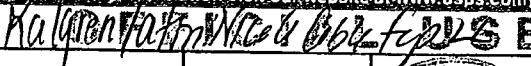


WIXIE 165 4C 1 25.11.2016

RETURN TO SENDER  
ELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 15701040000 \*0596-03410-00-07



| CERTIFIED MAIL RECEIPT<br>(Domestic Mail Only, No Insurance Coverage Provided)   |         |
|--|---------|
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>   |         |
|    |         |
| Postage  | \$ .58  |
| Certified Fee  | 245     |
| Return Receipt Fee<br>(Endorsement Required)   | 215     |
| Restricted Delivery Fee<br>(Endorsement Required)  |         |
| Total Postage & Fees   | \$ 5.38 |
|    |         |
| Sent To: <b>Patricia A. Armstrong Kalgren</b><br>Street, Apt. No. <b>Route 255 Kilmer Rd</b><br>or PO Box No. <b>1064</b><br>City, State, ZIP <b>Dubois PA 15801</b> |         |

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:

Patricia A. Armstrong Kalgren  
Route 255 Kilmer Rd  
Dubois PA 15801

**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

7007 2560 0001 1485 8385

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL**



1th Bank 7007 2560 0001 1485 8408

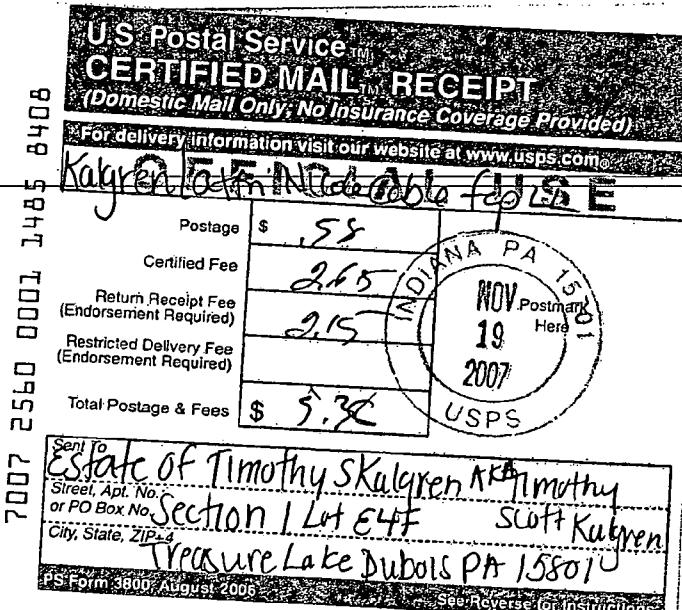
wea

lth Bank  
lphia and 6th Streets, P.O. Box 400



ESTATE OF TIMOTHY KALGREN  
AKA TIMOTHY SCOTT KALGREN  
SECTION 1 LOT E4F  
TREASURE LAKE PA 15801

REQUESTED  
TO RETURN  
TO SENDER  
INSUFFICIENT ADDRESS



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:

Estate of Timothy S. Kalgren  
AKA Timothy Scott Kalgren  
Section 1 Lot E4F  
Treasure Lake  
Dubois PA 15801

**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)

7007 2560 0001 1485 8408

**CERTIFIED MAIL**

lonwea

tonwealth Bank  
s: Philadelphia and 6th Streets, P.O. Box 400  
1701-0400

7007 2560 0001 1485 8255

ERVICE REQUEST

RE TURNED  
TO SENDER  
UNABLE TO FORWARD



NAME OF TIMOTHY S KALGREN

KALGREN

NOT DELIVERABLE  
AS ADDRESSED  
UNABLE TO FORWARD

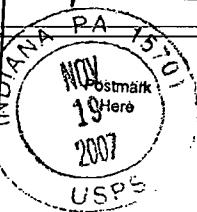
U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

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

Kalgren Farm Not Deliverable by Mail

7007 2560 0001 1485 8255

|   |         |
|---|---------|
| Postage   | \$ .55  |
| Certified Fee                                     | 2.65    |
| Return Receipt Fee<br>(Endorsement Required)      | 2.15    |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 5.38 |



|                                    |      |
|------------------------------------|------|
| Street, Apt. No.,<br>or PO Box No. | RD 2 |
| City, State, ZIP+                  |      |
| DUBOIS PA 15801                    |      |

PS Form 3800, August, 2006  
See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS FOLD AT DOT TO 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:

Estate of Timothy S. Kalgren  
AKA Timothy Scott Kalgren

RD 2  
Dubois PA 15801

**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

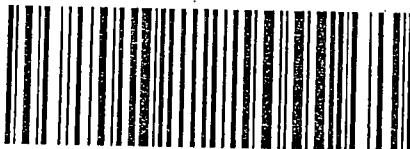
2. Article Number  
(Transfer from service label) 7007 2560 0001 1485 8255

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

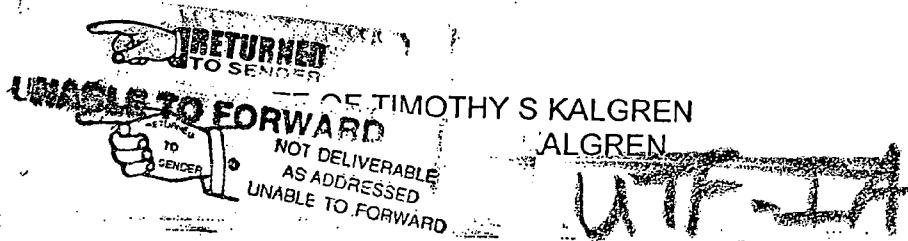
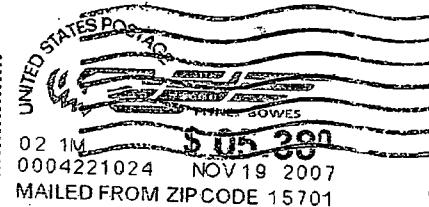
**CERTIFIED MAIL**



onweal]

onwealth Bank  
Philadelphia and 6th Streets, P.O. Box 400  
01-0400

VICE REQUESTED



7007 2560 0001 1485 8491

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

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

**Kalgren, Timothy S** USE

|   |         |
|---|---------|
| Postage   | \$ .58  |
| Certified Fee                                     | 2.95    |
| Return Receipt Fee<br>(Endorsement Required)      | 2.15    |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 5.78 |

15-10-10  
PA 15801  
Postmark Here  
2007  
USPS

**Sent To:**  
State of Timothy S Kalgren, Timothy S  
Street, Apt. No. Scott Kangro  
or PO Box No. Suite 255 Kilmer Rd.  
City, State, ZIP: Dubois PA 15801

PS Form 3800 (August 2005) See Reverse for Instructions

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:

Estate of Timothy S. Kalgreen  
AKA Timothy Scott Kalgren  
Route 255 Kilmer Rd  
Dubois PA 15801

**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)

7007 2560 0001 1485 8491

PS Form 3811, February 2004

Domestic Return Receipt

102595-023M-1540

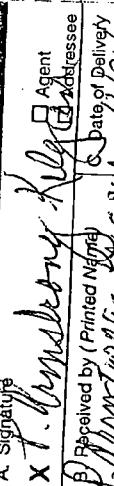
**SENDER: COMPLETE THIS SECTION**

- 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.

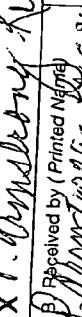
1. Article Addressed to:

Patricia A. Armstrong Kalgren  
503 Treasure Lake  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
  
X

Agent  
Addressee

Received by (Printed Name)  
  
KALGREN

Date of Delivery  
11/26/01

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

1. Article Number  
10007425600001 14858262

2. Article Number  
Transfer from service label

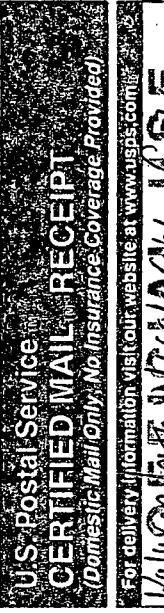
PS Form 3811, February 2004

Domestic Return Receipt

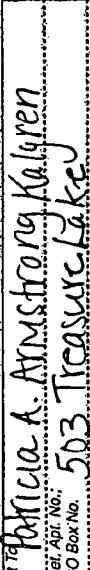
102595-02-M-1540

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

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

  
PA 15801  
Postmark Here  
19  
U.S.P.S.

|   |           |
|---|-----------|
| Postage   | \$ .58    |
| Certified Fee                                     | \$ 265.00 |
| Return Receipt Fee<br>(Endorsement Required)      | \$ 215.00 |
| Restricted Delivery Fee<br>(Endorsement Required) | \$ 15.00  |
| Total Postage & Fees                              | \$ 538    |

Sent To:   
Street Address: 503 Treasure Lake  
City, State: Dubois PA 15801

PS Form 3800, August 2004  
See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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 Timothy S. Kalgren  
AKA Timothy Scott Kalgren  
c/o Daniel Kalgren  
Route 2 55  
Kilmer Rd  
Dubois PA 15801

|   |  |
|---|--|
| A. Signature<br> | <input type="checkbox"/> Agent<br><input type="checkbox"/> Addressee |
| B. Received by / Printed Name<br>Kalgren  | <input type="checkbox"/> Date of Delivery<br>17/08/06                |
| C. Is delivery address different from item 1?<br>If YES, enter delivery address below:<br>_____   |  |
| D. Is delivery address different from item 1?<br>If YES, enter delivery address below:<br>_____   |  |

|                                     |   |
|-------------------------------------|---|
| 3. Service Type                     | <input checked="" type="checkbox"/> Certified Mail<br><input type="checkbox"/> Registered<br><input type="checkbox"/> Insured Mail<br><input type="checkbox"/> C.O.D. |
| 4. Restricted Delivery? (Extra Fee) | <input type="checkbox"/> Yes  |

2. Article Number  
(Transfer from service label)  
7007 2560 0001 1485 8286  
10255-02-M-1540

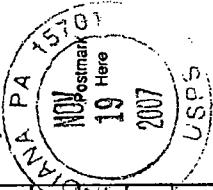
PS Form 3811, February 2004 Domestic Return Receipt

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

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

**Kalgren, Timothy Scott S E**

|   |        |
|---|--------|
| Postage   | \$ 58  |
| Certified Fee                                     | \$ 65  |
| Return Receipt Fee<br>(Endorsement Required)      | \$ 15  |
| Restricted Delivery Fee<br>(Endorsement Required) | \$ 15  |
| Total Postage & Fees                              | \$ 535 |



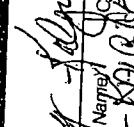
Seal of Timothy S. Kalgren AKA Timothy Scott Kalgren  
Street, Apt. No.: C/O Daniel Kalgren  
or PO Box No. \_\_\_\_\_  
City, State, ZIP+4: R-Dub 15801  
See reverse side for instructions  
PS Form 3810, August 2006

**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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 Timothy S. Kalgren  
AKA Timothy Scott Kalgren  
503 Treasure Lake  
Dubois PA 15801

A. Signature  
  
X \_\_\_\_\_ Agent  
B. Received by (Printed Name)  
**DUBOIS - KALGREN** Date of Delivery  
**11/26/01**

C. Addressee  
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.

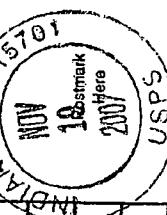
4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label) **70007 2560 0001 1485 8279**

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 <a href="http://www.usps.com">www.usps.com</a> |         |
| KALGREN Timothy S E  |         |
| Postage  | \$ 55   |
| Certified Fee  | \$ 2.55 |
| Return Receipt Fee<br>(Endorsement Required)   | \$ 1.00 |
| Restricted Delivery Fee<br>(Endorsement Required)  | \$ 1.00 |
| Total Postage & Fees   | \$ 7.08 |



USPS

Seal to  
Estate of Timothy S. Kalgren AKA Timothy S. Kalgren  
Street, Apt. No. \_\_\_\_\_  
or PO Box No. 503 Treasure Lake Kalgren  
City State, ZIP 15801 Dubois PA 15801  
PS Form 3811-9A (Rev. 1-2006) See Reverse for Instructions

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

FIRST COMMONWEALTH BANK: NO. 08 - 1265 - C.D.  
:  
:  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
: TYPE OF PLEADING: MOTION FOR  
: SPECIAL SERVICE ORDER  
:  
: FILED ON BEHALF OF: PLAINTIFF  
PATRICIA A. ARMSTRONG-  
KALGREN, DANIEL A.  
KALGREN and unknown heirs,  
Successors, assigns, and all persons  
Claiming right, title, or interest from  
Or under TIMOTHY SCOTT  
KALGREN, Deceased  
:  
:  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
: SUPREME COURT NO.: 63494  
:  
: 25 EAST PARK AVENUE  
: SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED NO CC  
010-03-01  
AUG 21 2008  
60

William A. Shaw  
Prothonotary/Clerk of Courts

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

|  |   |                        |
|--|---|------------------------|
| FIRST COMMONWEALTH                     | : | NO. 08 – 1265 - C.D.   |
| BANK,                                  | : |                        |
| PLAINTIFF                              | : | TYPE OF CASE: MORTGAGE |
|  | : | FORECLOSURE            |
| VS.                                    | : |                        |
| PATRICIA A. ARMSTRONG-                 | : |                        |
| KALGREN, DANIEL A.                     | : |                        |
| KALGREN and unknown heirs,             | : |                        |
| Successors, assigns, and all persons   | : |                        |
| Claiming right, title or interest from | : |                        |
| Or under TIMOTHY SCOTT                 | : |                        |
| KALGREN, Deceased,                     | : |                        |
| DEFENDANTS                             | : |                        |

**MOTION FOR SPECIAL SERVICE ORDER**

AND NOW, comes the Plaintiff, **FIRST COMMONWEALTH BANK**, by and through its counsel, **CHRISTOPHER E. MOHNEY, ESQUIRE**, and moves this Honorable Court for a special order pursuant to Pa. R.C.P. 430, stating as follows:

1. Plaintiff filed its Complaint in Mortgage Foreclosure on July 11, 2008.
2. The Complaint seeks entry of judgment and foreclosure on certain real estate located in Sandy Township, Clearfield County, Pennsylvania, as legally described in Clearfield County Deed Book Volume 1391, Page 136 and Instrument Number 200401401.
3. Subsequent to filing the original complaint, certified true and correct copies of the Complaint in Mortgage Foreclosure were delivered to the Clearfield County Sheriff

for service on Defendants PATRICIA A. ARMSTRONG-KALGREN and DANIEL A. KALGREN.

4. It is believed that the Sheriff's office has (or will be able to) effected service on both of the Defendants recited in Paragraph 3 of this Motion.

5. Another necessary party is TIMOTHY SCOTT KALGREN, whom died on or about August 17, 2004.

6. The undersigned, on behalf of Plaintiff, has made a good faith effort to locate any heirs of TIMOTHY SCOTT KALGREN, as demonstrated by the following actions:

- a) Examination of public records for Clearfield County, Pennsylvania to search for the opening of an estate, for which none has been opened; and
- b) Telephone conversation with Benjamin S. Blakley, III, Esquire, counsel for Defendant DANIEL A. KALGREN.

7. Attached hereto and marked as Exhibit "A" is the Affidavit required by Pennsylvania Rule of Civil Procedure 430 stating the nature and extent of the investigation made by Plaintiff.

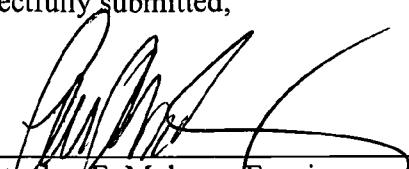
8. Plaintiff has been unable to locate the existence and/or identity of any heirs of TIMOTHY SCOTT KALGREN.

9. Plaintiff is requesting leave to serve unknown heirs, successors, assigns, and all persons claiming right, title or interest from or under TIMOTHY SCOTT KALGREN, Deceased by publication.

WHEREFORE, Plaintiff moves this Honorable Court for a Special Service Order permitting service of the Complaint in Mortgage Foreclosure upon unknown heirs,

successors, assigns, and all other persons claiming right, title or interest from or under  
TIMOTHY SCOTT KALGREN.

Respectfully submitted,

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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

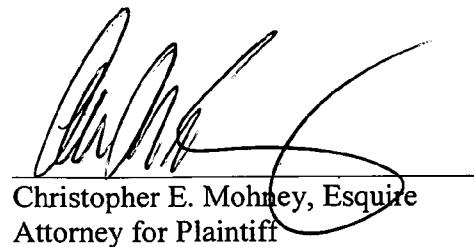
|                                    |                        |
|------------------------------------|------------------------|
| FIRST COMMONWEALTH BANK:           | NO. 08 - 1265 - C.D.   |
| :                                  |                        |
| :                                  | TYPE OF CASE: MORTGAGE |
| PLAINTIFF                          | FORECLOSURE            |
| :                                  |                        |
| VS.                                | :                      |
| :                                  |                        |
| PATRICIA A. ARMSTRONG-             | :                      |
| KALGREN, DANIEL A.                 | :                      |
| KALGREN and unknown heirs,         | :                      |
| Successors, assigns, and all other | :                      |
| Persons claiming right, title or   | :                      |
| Interest from or under TIMOTHY     | :                      |
| SCOTT KALGREN, Deceased            | :                      |
| DEFENDANTS                         | :                      |

**AFFIDAVIT**

I, CHRISTOPHER E. MOHNEY, ESQUIRE, counsel for Plaintiff FIRST COMMONWEALTH BANK, in the above-captioned action, do hereby depose and say that I personally investigated the estate records for Clearfield County, and found no estate opened for TIMOTHY SCOTT KALGREN, and that I personally spoke with Benjamin S. Blakley, III, Esquire, counsel for Defendant DANIEL A. KALGREN concerning the whereabouts of any parents or issue of TIMOTHY SCOTT KALGREN (whom is the brother of Defendant DANIEL A. KALGREN), and confirmed that Defendant PATRICIA A. ARMSTRONG-KALGREN is the surviving spouse of TIMOTHY

"Exhibit A."

SCOTT KALGREN, Deceased, that TIMOTHY SCOTT KALGREN left no issue nor surviving parents.



Christopher E. Mohney, Esquire  
Attorney for Plaintiff

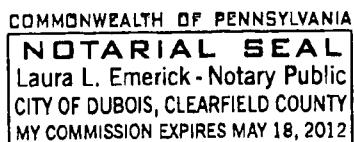
SWORN and SUBSCRIBED

before me this 20<sup>th</sup> day of

August, 2008.



Laura L. Emerick  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – AT LAW

FIRST COMMONWEALTH BANK : NO. 08 - 1265 - C.D.

Plaintiff, :

vs. :

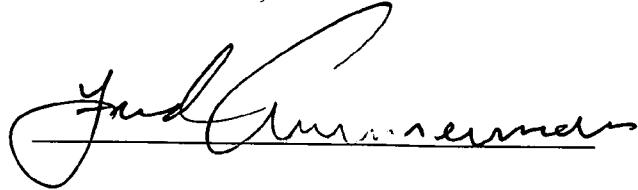
PATRICIA A. ARMSTRONG-KALGREN, :  
DANIEL A. KALGREN and unknown :  
Heirs, successors, assigns, and all persons :  
Claiming right, title, or interest from or :  
Under TIMOTHY SCOTT KALGREN, :  
Deceased :

Defendants. :

**ORDER**

AND NOW, this 22 day of August, 2008, upon consideration of the foregoing Plaintiffs' Motion for Special Service Order of Complaint on the unknown heirs, successors, assigns, and all other persons claiming right, title, or interest from or under TIMOTHY SCOTT KALGREN, Deceased, the Plaintiffs are granted leave to make service of the Complaint on such persons or entities by publication once in the Courier-Express, a newspaper of general circulation in Clearfield County, Pennsylvania, and once in the Clearfield County Legal Journal according to the attached Notice.

BY THE COURT,



FILED <sup>ICC</sup>  
09/53 AMT Atty Mohney  
AUG 26 2008  
(64)

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

AUG 26 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – AT LAW

|   |   |                      |
|---|---|----------------------|
| FIRST COMMONWEALTH BANK                     | : | NO. 08 - 1265 - C.D. |
|   | : |                      |
|   | : |                      |
| Plaintiff,                                  | : |                      |
|   | : |                      |
| vs.   | : |                      |
|   | : |                      |
| PATRICIA A. ARMSTRONG-KALGREN,              | : |                      |
| DANIEL A. KALGREN and unknown               | : |                      |
| Heirs, successors, assigns, and all persons | : |                      |
| Claiming right, title, or interest from or  | : |                      |
| Under TIMOTHY SCOTT KALGREN,                | : |                      |
| Deceased                                    | : |                      |
|   | : |                      |
|   | : |                      |
| Defendants.                                 | : |                      |

**ACTION IN MORTGAGE FORECLOSURE NO. 08 - 1265 - C.D.**

TO: UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS CLAIMING  
RIGHT, TITLE, OR INTEREST FROM OR UNDER TIMOTHY SCOTT KALGREN,  
DECEASED

You are hereby notified that an action in mortgage foreclosure to premises situate in the  
Sandy Township, Clearfield County, Pennsylvania, has been filed against you. Said premises are  
described as follows:

**THE FIRST THEREOF:** BEGINNING at an iron pin on the  
northeast corner of Lot No. E-4-E in the Lot Plan of the East and  
South sections of Clear Run Farms' Lake Rene, thence South 17°  
20' East 200 feet more or less to an iron pin; thence North 72° 40'  
East 200 feet more or less to an iron pin; thence North 17° 20'  
West 200 feet more or less to an iron pin; thence South 72° 40'  
West 200 feet more or less to an iron pin and the place of

beginning, all bearings being magnetic, and containing 0.92 acres, more or less. Being all of Lot No. E-4-E in the aforesaid Lot Plan.

THE SECOND THEREOF: BEGINNING at a post at the South corner of Subdivision No. 8 of Warrant No. 3597; thence East 40 perches to a post; thence North 12 perches to a post; thence South 88° East 71.9 perches to a post; thence North 3 perches to a post; thence East 25 perches bounded partly on the North by lands now or formerly of John DuBois; thence South 33.7 perches to a post; thence West along lands now or formerly of Judson Bundy 25 perches to a post; thence South 15° West along lands now or formerly of Judson Bundy 43 perches to a post; thence North 77-1/2° West 102 perches along lands deeded from William Long to Jeremiah Clinton to the place of beginning. Containing 44 acres and 58 perches, more or less. Being part of Subdivision 7 of Warrant No. 3597.

THE THIRD THEREOF: BEGINNING at a beach tree at the Southwest corner of Subdivision No. 8 of Warrant No. 3597; thence North 49 perches an 5-1/2 feet to a post; thence South 16° East along lands now or formerly of William Long 123 perches and 1-1/2 feet to a post; thence South 16° West 27 perches along lands now or formerly of Judson Bundy to a post; thence West along lands now or formerly of John DuBois, formerly Subdivision No. 6, 94 perches to the place of beginning. Containing 22 acres and 59 perches, be the same more or less.

EXCEPTING AND RESERVING from the above-described premises the following parcels of land:

1. 3.2 acres conveyed to Joseph Uren by deed of William Long dated June 3, 1898, and recorded in Deed Book No. 105, Page 287.
2. 21 acres 146 perches conveyed to Edward F. Duttry by deed of William Long, et ux., dated August 19, 1902, and recorded in Deed Book No. 142, Page 41.
3. 2.11 acres conveyed to Almos S. Bundy by deed of William Long, et ux., dated December 26, 1895, and recorded in Deed Book No. 154, Page 39.

4. 6 acres conveyed to A.S. Bundy by deed of Susanna Long, Administratrix of the Estate of William Long, deceased, dated June 15, 1907, and recorded in Deed Book No. 161, Page 359.
5. Premises conveyed to Rodney L. Kalgren and Gloria Kalgren by deed of Franklin Kalgren and Grace Kalgren dated July 12, 1978, and recorded in Clearfield County Deed Book Vol. 764, Page 352, on July 18, 1978.

**THE FOURTH THEREOF:** BEGINNING at a point at the intersection of an alley and lands now or formerly of Jane McLaughlin; thence along lands now or formerly of Jane McLaughlin in a Southern direction a distance of 450 feet, more or less, to an iron pin at the lands now or formerly of Jane McLaughlin and Bundy; thence in a Northeastern direction along said land now or formerly of Bundy a distance of 470 feet, more or less, to an iron pin at the intersection of lands now or formerly of Bundy and an alley; thence along said alley in a Western direction a distance of 200 feet, more or less, to a point at the land now or formerly of McLaughlin and place of beginning. Containing  $\frac{3}{4}$  acre, more or less, of land.

FURTHER EXCEPTING AND RESERVING all that certain piece of parcel on land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, and being more fully bounded and described in Deed dated February 18, 1999 between Daniel A. Kalgren, as Grantor, and Wesley J. Kalgren and Tamara E. Kalgren, as Grantees, containing 12 acres, more or less. Said deed being recorded in the Office of Recorder of Deeds for Clearfield County, Pennsylvania, as Instrument No. 199903038.

FURTHER EXCEPTING AND RESERVING from the above-described parcels of land all parcels previously conveyed which may not be specifically set forth above.

Together with all the right, title and interest of the Grantors in and to any gas and oil lease in which Grantors may have an interest.

EXCEPTING AND RESERVING the coal underlying the above premises with the right of egress and regress to recover and operate and carry away the same only as the same may have been excepted and reserved in prior deeds of conveyance.

Together with all of the right, title and interest of the Grantors in and to a certain lease with J.E. Rainard, et ux., dated April 16, 1947, and recorded in Clearfield County Miscellaneous Book Vol. 69, Page 443.

BEING the same premises which were conveyed to Daniel A. Kalgren by Deed of Daniel A. Kalgren and Shiela M. Kalgren dated June 22, 1998 and recorded in Clearfield County Deeds and Records Book Vol. 1945, Page 156 on June 26, 1998. Timothy S. Kalgren, Attorney-in-Fact for Daniel Kalgren, makes this conveyance under authority granted by Power of Attorney dated August 23, 2002, which is recorded as Instrument No. 200321920.

You have been sued in court. The Plaintiff in this action, after diligent search, has been unable to locate any of the aforementioned individuals to whom this notice is intended.

Whereupon, the Court ordered that Notice of said action be served on the intended individuals by advertisement requiring answer to the Complaint within twenty (20) days from the date of this publication.

**NOTICE**

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE YOUR DEFENSE OR OBJECTIONS IN WRITING WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PLAINTIFFS. 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.

DANIEL J. NELSON, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641, EXT. 5982

---

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

**FILED**

**AUG 21 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH : NO. 08- 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: REPLY TO  
: NEW MATTER OF DEFENDANT  
: DANIEL A. KALGREN  
PATRICIA A. ARMSTRONG- : FILED ON BEHALF OF: PLAINTIFF  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
successors, assigns, and all persons :  
claiming right, title or interest :  
from or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED 4CC  
01/04/2009 Atty  
Aug 26 2009 Mohney  
William A. Shaw  
Prothonotary/Clerk of Courts  
(610)

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

FIRST COMMONWEALTH : NO. 08 - 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: REPLY TO NEW  
VS. : MATTER OF DEFENDANT DANIEL  
: A. KALGREN  
: :  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
successors, assigns, and all persons :  
claiming right, title or interest :  
from or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
: :  
DEFENDANTS : :

REPLY TO NEW MATTER

AND NOW, comes your Plaintiff, **FIRST COMMONWEALTH BANK** (hereinafter referred to "FCB"), by and through its Attorney, **CHRISTOPHER E. MOHNEY, ESQUIRE**, and replies to Defendant Daniel A. Kalgren's New Matter as follows:

17. No reply is required.
18. **FCB**, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of paragraph 18 of Defendant Daniel A. Kalgren's New Matter, the same being deemed denied and strict proof thereof being demanded at trial.
19. Admitted.
20. **FCB**, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of paragraph 20 of Defendant Daniel A.

Kalgren's New Matter, the same being deemed denied and strict proof thereof being demanded at trial. To the extent a reply is necessary, paragraph 20 of Defendant Daniel A. Kalgren's New Matter avers conclusions of law to which no reply is required, the same being deemed denied and strict proof thereof being demanded at trial.

21. Admitted in part, denied in part. It is admitted that Timothy Scott Kalgren, deceased, and Defendant Patricia A. Armstrong-Kalgren entered into a mortgage transaction with FCB encumbering the parcels of real estate subject of FCB's complaint in mortgage foreclosure. As to the remainder of paragraph 21 of Defendant Daniel A. Kalgren's New Matter, FCB, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of whether portions of the real estate subject of this mortgage foreclosure actions were improperly conveyed to Timothy Scott Kalgren, deceased, and Defendant Patricia A. Armstrong-Kalgren without the knowledge or consent of Defendant Daniel A. Kalgren, the same being deemed denied as strict proof thereof being demanded at trial.

22. FCB, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of paragraph 22 of Defendant Daniel A. Kalgren's New Matter, the same being deemed denied and strict proof thereof being demanded at trial. By way of further response, the undersigned is aware of litigation commenced to No. 05-903-C.D. in the Court of Common Pleas of Clearfield County, Pennsylvania, wherein Defendant Daniel A. Kalgren sued Defendant Patricia A. Armstrong-Kalgren; however, the undersigned is not currently in possession of copies of Pleadings or docket entries to that action, other than an Order dated October 10, 2005 (filed October 12, 2005), so is not aware of the specifics of that litigation. Moreover,

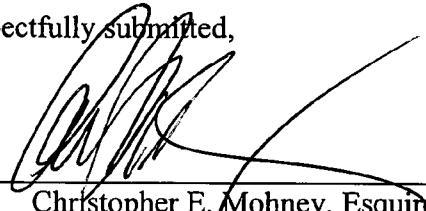
FCB was not named as a party or otherwise provided notice of Defendant Daniel A. Kalgren's law suit initiated against Patricia A. Armstrong-Kalgren, to the above-referenced case number.

23. Admitted.

24. Paragraph 24 of Defendant Daniel A. Kalgren's New Matter avers legal conclusions, to which no reply is required, the same being deemed denied, and strict proof thereof being demanded at trial. To the extent a reply is deemed necessary, and by way of further response, FCB was not a party, nor otherwise given notice of, the law suit filed by Defendant Daniel A. Kalgren against Defendant Patricia A. Armstrong-Kalgren No. 05-903-C.D. in the Court of Common Pleas of Clearfield County, Pennsylvania, which law suit was likely filed after Timothy Scott Kalgren, deceased and Defendant Patricia A. Armstrong-Kalgren delivered the Mortgage subject of the instant mortgage foreclosure action to FCB. Moreover, and by way of further response, Defendant Daniel A. Kalgren was named as party defendant to the instant mortgage foreclosure action filed to this case number by his virtue of being the actual owner of a portion of the real estate sought to be foreclosed upon and as a party taken title to collateral subject to and/or by assumption of the mortgage given FCB by Defendant Patricia A. Armstrong-Kalgren and Timothy Scott Kalgren, deceased on February 13, 2004, recorded as Instrument No. 200402365 in the Clearfield County Recorder of Deeds Office. Moreover, as to the mortgage given FCB that is the subject of this mortgage foreclosure action, FCB is a bona fide holder for value of the subject mortgage and promissory note, and is otherwise a bona fide judgment creditor/mortgagee of a bond fide mortgage for which Defendant Daniel A. Kalgren derived benefit.

Wherefore, Plaintiff First Commonwealth Bank prays this Honorable Court to dismiss Defendant Daniel A. Kalgren's New Matter and enter judgment in favor of Plaintiff as requested in Plaintiff's complaint.

Respectfully submitted,

BY: 

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

**VERIFICATION**

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

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



Susan Stiteler  
Susan Stiteler

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

FIRST COMMONWEALTH : NO. 08 - 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: REPLY TO NEW  
VS. : MATTER OF DEFENDANT DANIEL  
: A. KALGREN  
: :  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
successors, assigns, and all persons :  
claiming right, title or interest :  
from or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
: :  
DEFENDANTS : :

**CERTIFICATE OF SERVICE**

I, Christopher E. Mohney, Esquire, do hereby certify that on this 26<sup>th</sup> day of August, 2008, I caused to be served by First Class United States Mail, postage prepaid, certified true and correct copy of Plaintiff's Reply to New Matter of Defendant Daniel A. Kalgren.

Respectfully submitted,

BY:

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

FILED

Aug 26 2006

William A. Shaw  
Secretary/Clerk of Courts

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

FIRST COMMONWEALTH BANK: NO. 08 - 1265 - C.D.  
:  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
PATRICIA A. ARMSTRONG- : TYPE OF PLEADING: PRAECIPE  
KALGREN, DANIEL A. : TO REINSTATE COMPLAINT  
KALGREN and unknown heirs, :  
Successors, assigns, and all persons : FILED ON BEHALF OF: PLAINTIFF  
Claiming right, title, or interest from :  
Or under TIMOTHY SCOTT : COUNSEL OF RECORD:  
KALGREN, Deceased : CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
DEFENDANTS : SUPREME COURT NO.: 63494  
:  
CHRISTOPHER E. MOHNEY, ESQUIRE  
25 EAST PARK AVENUE  
SUITE 6  
DUBOIS, PA 15801  
(814) 375-1044

FILED Atty pd.  
012-3784 \$7.00  
SEP 19 2008  
1 Comp.  
William A. Shaw Reinstated  
Prothonotary/Clerk of Courts to Atty  
(6K)

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

|  |   |                        |
|--|---|------------------------|
| FIRST COMMONWEALTH                     | : | NO. 08 - 1265 - C.D.   |
| BANK,                                  | : |                        |
| PLAINTIFF                              | : | TYPE OF CASE: MORTGAGE |
|  | : | FORECLOSURE            |
| VS.                                    | : |                        |
| PATRICIA A. ARMSTRONG-                 | : |                        |
| KALGREN, DANIEL A.                     | : |                        |
| KALGREN and unknown heirs,             | : |                        |
| Successors, assigns, and all persons   | : |                        |
| Claiming right, title or interest from | : |                        |
| Or under TIMOTHY SCOTT                 | : |                        |
| KALGREN, Deceased,                     | : |                        |
| DEFENDANTS                             | : |                        |

**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

**FILED**

**SEP 19 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

|  |  |
|--|--|
| FIRST COMMONWEALTH BANK:   | NO. 08 - 1265 - C.D.   |
| PLAINTIFF  | TYPE OF CASE: MORTGAGE FORECLOSURE   |
| VS.  | TYPE OF PLEADING: ACCEPTANCE OF SERVICE  |
| PATRICIA A. ARMSTRONG-KALGREN, DANIEL A.   | FILED ON BEHALF OF: PLAINTIFF  |
| KALGREN and unknown heirs, Successors, assigns, and all persons Claiming right, title, or interest from Or under TIMOTHY SCOTT KALGREN, Deceased | COUNSEL OF RECORD: CHRISTOPHER E. MOHNEY, ESQUIRE  |
| DEFENDANTS   | SUPREME COURT NO.: 63494   |
|  | CHRISTOPHER E. MOHNEY, ESQUIRE<br>25 EAST PARK AVENUE<br>SUITE 6<br>DUBOIS, PA 15801<br>(814) 375-1044 |

FILED  
M 10 32 61  
SEP 24 2008  
ncc  
(610)

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH : NO. 08 - 1265 - C.D.  
BANK, :  
: PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
Successors, assigns, and all persons :  
Claiming right, title or interest from :  
Or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
: :  
DEFENDANTS : :

ACCEPTANCE OF SERVICE

I, PATRICK LAVELLE, Esquire, Attorney for Defendant PATRICIA A. ARMSTRONG-KALGREN in the above-captioned matter, do hereby accept service of Praeclipe to Reinstate Complaint on behalf of Defendant PATRICIA A. ARMSTRONG-KALGREN on this 19th day of September, 2008, and certify that I am authorized to do so by the Defendant.

By:



Patrick Lavelle, Esquire  
Attorney for Defendant  
25 East Park Avenue, Suite 4  
DuBois, PA 15801

**FILED**

**SEP 24 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH  
BANK,

No. 08-1265 C.D.

Plaintiff,

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
heirs, successors, assigns, and all  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant.

FILED  
ED

NOV 18 2008

M/11-30/08

Wilbert A. Shaw  
Prothonotary/Clerk of Courts

I CERT TO

Atty

TYPE OF CASE: **Mortgage  
Foreclosure Action**

TYPE OF PLEADING:  
**Answer, New Matter, Cross  
Claim**

FILED ON BEHALF OF:  
**Defendant**

COUNSEL OF RECORD

Patrick Lavelle, Esq.  
PA. ID # 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232

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

FIRST COMMONWEALTH  
BANK,

No. 08-1265 C.D.

Plaintiff,

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
heirs, successors, assigns, and all  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant.

**NOTICE**

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

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

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA. 16830  
(814) 765-2641, Ext. 50-51

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

FIRST COMMONWEALTH  
BANK,

No. 08—1265 C.D.

Plaintiff,

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
heirs, successors, assigns, and all  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant.

**ANSWER, NEW MATTER, AND CROSS-CLAIM**

AND NOW comes the defendant, Patricia A. Armstrong-Kalgren, by and  
through her attorney, Patrick Lavelle, Esquire, and files the following Answer,  
New Matter, and Cross Claim to the Plaintiff's Complaint and Mortgage  
Foreclosure, averments and support of which are as follows:

**ANSWER**

1. Admitted.
2. Admitted.
3. Admitted.

4. The defendant is without sufficient knowledge, information or belief to admit or deny the averments of paragraph four, and therefore they are denied. Full proof of which is demanded at the time of trial.

5. Admitted.

6. Admitted.

7. Averments to paragraph seven amount to a conclusion of law; therefore, no answer is required, To the extent an answer is required the averments are denied.

8. Admitted.

9. Admitted.

10. Admitted.

11. The averments of paragraph eleven merely reiterate the contents of promissory note attached to the extent that the averments of paragraph eleven accurately reiterate the contents of said mortgage and promissory note. They are admitted to the extent that they may be inaccurate to any extent. With reference to the mortgage and promissory note, they are denied; full proof of which would be required at the time of trial.

12. Admitted.

13. Denied. By way of further response the defendant avers that subsequent mortgage payments have been made in the period since October, 2007 in that the plaintiff executed automatic withdrawals from defendant's checking account maintained with the plaintiff bank.

14. Admitted to the extent that the figures set forth in the averments of paragraph four are an accurate summary of the Mortgage Note account, and correspond to the records of the mortgagee and note holder with regards to the mortgage and note. To the extent that the figures may not be accurate they are denied. Full proof of which would be required at the time of trial.

15. Admitted.

16. Admitted.

#### **NEW MATTER**

17. Properties described in the Plaintiff's Complaint herein were at the time of the conveying of the subject mortgage property owned and possessed by both the defendant, Patricia A. Armstrong-Kalgren, and her now deceased husband, Timothy Scott Kalgren.

18. The property located at 200 Kilmer Road, DuBois, Pennsylvania, was conveyed to the defendant, Patricia A. Armstrong-Kalgren, and her deceased husband, Timothy Scott Kalgren pursuant to a valid Power of Attorney provided to them by the defendant, Daniel A. Kalgren. Daniel A. Kalgren provided the Power of Attorney and gave it to his brother, Timothy Scott Kalgren, prior to his incarceration on a conviction for drug related charges.

19. Daniel A. Kalgren was incarcerated in the State's Correctional System for a number of years.

20. It was during that period of incarceration that Timothy Scott Kalgren pursuant to the valid Power of Attorney provided to him by the defendant,

Daniel A. Kalgren conveyed the property at 200 Kilmer Road to himself and his wife.

21. Daniel A. Kalgren was at all times aware of the existence of the Power of Attorney, the extent of the power that he gave to his brother, and was aware also of the actions of his brother in conveying the 200 Kilmer Road property to his wife, Patricia A. Armstrong-Kalgren. Subsequent to the conveyance via the Power of Attorney, the Defendant, Patricia A. Armstrong-Kalgren and her deceased husband, Timothy Scott Kalgren, re-mortgaged that property and the Treasure Lake property which the Defendant, Patricia A. Armstrong-Kalgren now occupies.

22. That mortgage is the present mortgage which the Plaintiff seeks to foreclose on.

23. Proceeds of the note secured by the mortgage were utilized to payoff the existing mortgage of the Defendant, Daniel A. Kalgren, at the time the present mortgage was conveyed to the mortgagee. Daniel Kalgren was aware of the fact that he knew that his mortgage had been paid off by his brothers and he accepted the benefit thereof in the form of debt relief. The amount of the mortgage that was paid off on behalf of the Defendant, Daniel A. Kalgren, by Patricia A. Armstrong-Kalgren and her husband was in excess of \$48,000.

24. In addition to satisfying the Mortgage on behalf of the defendant Dan Kalgren, Ms. Armstrong-Kalgren also paid the overdue property taxes on the property in an amount in excess of \$1500.00.

25. Since the forced re-conveyance of the property to the defendant Dan Kalgren, Ms. Armstrong-Kalgren has lost the benefit of rental income which she utilized to meet her financial obligations under the Note.

**CROSS-CLAIM**

**Patricia A. Armstrong Kalgren v. Daniel A. Kalgren**

**Unjust Enrichment**

26. Defendant, Patricia A. Armstrong-Kalgren hereby incorporates her responses set forth in paragraphs seventeen (17) through twenty five (25) the same as though set forth fully herein.

27. By utilizing the proceeds of the note secured by the mortgage sought to be foreclosed in this matter, the Defendant, Patricia A. Armstrong-Kalgren, has bestowed a benefit upon the Defendant, Daniel A. Kalgren, in the form of debt relief totaling approximately \$48,000 and the payment of property taxes in an amount in excess of \$1500.00.

28. Daniel A. Kalgren was aware of the benefit conferred upon him by Patricia A. Armstrong-Kalgren, and appreciated the effect of the benefit conferred upon him by the Defendant Ms. Armstrong- Kalgren, which paid off his mortgage and protected the property (which was the family homestead) from certain foreclosure and/or tax sale at that particular point in time due to Daniel A. Kalgren's incarceration for crime.

29. Daniel A. Kalgren has since proceeded to retake possession of the property; and by doing so, has accepted and retained not only the original benefit

conferred upon him by the Defendant, Patricia A. Armstrong-Kalgren, but the added benefit of owning and possessing the property free and clear of the mortgage he left when he went to jail.

30. An associated benefit of re-possession of the property by Daniel Kalgren is the amount of the funds expended for the payment of the mortgage and escrow amounts by Patricia Armstrong-Kalgren subsequent to his re-possession of the property.

31. In addition to all of the foregoing, the defendant Daniel A. Kalgren has also succeeded to the benefit of any and all capital improvements made by Patricia A. Kalgren and her husband during the period of time that they possessed the property.

32. Said capital improvements have increased the value of the property beyond that which it had at the time of the payoff of Daniel Kalgren's original mortgage, and the amount expended in completing such capital improvements exceeds \$10,000.00.

33. It would now be totally inequitable for the defendant, Daniel A. Kalgren, to retain the possession of the property and the benefit of the \$48,000 debt relief, the \$1500.00 property tax payments, the payments made on his behalf subsequent to his re-possession, and the value of the capital improvements which were conferred upon him by the Defendant, Patricia A. Armstrong-Kalgren, without the payment of value therefore.

34. To allow the retention of the aforementioned benefits would result in the Defendant Daniel A. Kalgren being unjustly enriched.

35. The conduct of the Defendant, Ms. Armstrong-Kalgren, in conferring the benefits, and the conduct of the Defendant Daniel A. Kalgren in appreciating, accepting, and retaining those benefits, results in recognition of a quasi-contract imposing upon the Defendant Daniel A. Kalgren, the obligation to pay to Patricia A. Armstrong-Kalgren the value of the benefits conferred.

WHEREFORE, Patricia A. Armstrong-Kalgren demands judgment in her favor against Daniel A. Kalgren in an amount exceeding the statutory limits for arbitration.

Respectfully Submitted,



Patrick Lavelle, Esq.  
Counsel for the Defendant

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

FIRST COMMONWEALTH  
BANK,

No. 08—1265 C.D.

Plaintiff,

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
heirs, successors, assigns, and all  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant.

**VERIFICATION**

I, Patricia A. Armstrong-Kalgren, the Defendant in this action, do hereby  
verify that all of the foregoing facts set forth in the Answer, New Matter and  
Cross-Claim are true and correct to the best of my knowledge, information and  
belief. Further, I make this verification with knowledge and understanding of the  
provisions of 18 Pa. C.S.A. § 4904 (*Unsworn Falsification to Authorities*).

  
Patricia A. Armstrong-Kalgren

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

FIRST COMMONWEALTH  
BANK,

No. 08—1265 C.D.

Plaintiff,

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
heirs, successors, assigns, and all  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant,

CERTIFICATE OF SERVICE

I, Patrick Lavelle, Esq., by my signature appearing below do hereby  
certify that on the 17 th day of November, 2008 I served a copy of the  
foregoing Answer, New Matter, and Cross Claim by personal service and/or by  
mailing same via first class mail, postage prepaid to the following:

**By Personal Service**

Christopher E. Mohney, Esq.  
25 East Park Ave.  
Suite # 6  
DuBois, PA. 15801

**By 1<sup>st</sup> Class Mail**

Benjamin Blakely, III, Esq.  
90 Beaver Dr.  
DuBois, PA. 15801



Patrick Lavelle, Esq.  
Counsel for Patricia A. Armstrong-Kalgren

FILED

NOV 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

**FILED**

FIRST COMMONWEALTH  
BANK,

PLAINTIFF

VS.

PATRICIA A. ARMSTRONG-  
KALGREN, DANIEL A.  
KALGREN and unknown heirs,  
successors, assigns, and all persons  
claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

DEFENDANTS

NO. 08- 1265 - C.D.

DEC 09 2008

5 0710-301  
William A. Shaw  
Prothonotary/Clerk of Courts

3 cent to GTO  
ATTN

TYPE OF CASE: MORTGAGE  
FORECLOSURE

TYPE OF PLEADING: REPLY TO  
NEW MATTER OF DEFENDANT  
PATRICIA A. ARMSTRONG-KALGREN

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

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

|                                      |   |                      |
|--------------------------------------|---|----------------------|
| FIRST COMMONWEALTH                   | : | NO. 08 - 1265 - C.D. |
| BANK,                                | : |                      |
| PLAINTIFF                            | : |                      |
|                                      | : |                      |
| VS.                                  | : |                      |
|                                      | : |                      |
| PATRICIA A. ARMSTRONG-               | : |                      |
| KALGREN, DANIEL A.                   | : |                      |
| KALGREN and unknown heirs,           | : |                      |
| successors, assigns, and all persons | : |                      |
| claiming right, title or interest    | : |                      |
| from or under TIMOTHY SCOTT          | : |                      |
| KALGREN, Deceased,                   | : |                      |
|                                      | : |                      |
| DEFENDANTS                           | : |                      |

**REPLY TO NEW MATTER**

AND NOW, comes your Plaintiff, **FIRST COMMONWEALTH BANK** (hereinafter referred to “FCB”), by and through its Attorney, **CHRISTOPHER E. MOHNEY, ESQUIRE**, and replies to Defendant Patricia A. Armstrong-Kalgren’s (hereinafter “Armstrong-Kalgren”) New Matter as follows:

17. Admitted.

18. – 21. **FCB** admits the following: at one time, it was initiating mortgage foreclosure proceedings on Defendant Daniel A. Kalgren on a delinquent mortgage secured by a portion of the real estate that is subject of the mortgage foreclosure action pending to this case; that sometime after the initiation of the foreclosure action against him individually, Defendant Daniel A. Kalgren delivered a Power of Attorney to Defendant Timothy Scott Kalgren and/or Defendant Patricia A. Armstrong-Kalgren; that Defendant Timothy Scott Kalgren and/or Defendant Patricia A. Armstrong-Kalgren

caused to be conveyed to them Defendant Daniel A. Kalgren's property being foreclosed upon at the time by FCB; that Defendants Timothy Scott Kalgren and Patricia A. Armstrong-Kalgren borrowed money from FCB, in the form of a mortgage loan and secured, in part, by Defendant Daniel A. Kalgren's former real estate and used loan proceeds to payoff Defendant Daniel A. Kalgren's delinquent mortgage. By way of further response, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of the remainder of Paragraphs 18 - 21 of Defendant Armstrong-Kalgren's New Matter, the same being deemed denied and strict proof thereof being demanded at trial.

22. Admitted, to the extent the mortgage referenced in Paragraph 22 of Armstrong-Kalgren's New Matter is one and the same with the mortgage being foreclosed upon as referenced in FCB's Complaint.

23. - 25. Paragraphs 18 - 21 of this, FCB's Reply to New Matter, is incorporated herein by reference and as if set forth at length.

WHEREFORE, Plaintiff First Commonwealth Bank prays this Honorable Court to dismiss Defendant Patricia A. Armstrong-Kalgren's New Matter and enter judgment in favor of Plaintiff as requested in Plaintiff's Complaint.

Respectfully submitted,

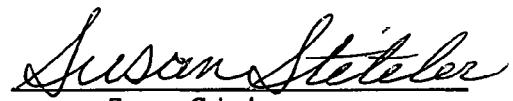
BY: \_\_\_\_\_

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

**VERIFICATION**

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

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

  
Susan Stiteler  
Susan Stiteler

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

|  |   |                                       |
|--|---|---------------------------------------|
| FIRST COMMONWEALTH<br>BANK,                  | : | NO. 08 - 1265 - C.D.                  |
| PLAINTIFF                                    | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE |
| VS.  | : |                                       |
| PATRICIA A. ARMSTRONG-<br>KALGREN, DANIEL A. | : |                                       |
| KALGREN and unknown heirs,                   | : |                                       |
| Successors, assigns, and all persons         | : |                                       |
| Claiming right, title or interest from       | : |                                       |
| Or under TIMOTHY SCOTT                       | : |                                       |
| KALGREN, Deceased,                           | : |                                       |
| DEFENDANTS                                   | : |                                       |

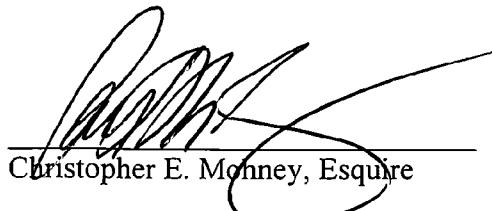
**CERTIFICATE OF SERVICE**

I, Christopher E. Mohney, Esquire, do hereby certify that on this 9<sup>th</sup> day of December, 2008, I caused to be served by First Class United States Mail, postage prepaid, certified true and correct copy of Reply to New Matter of Defendant Patricia A. Armstrong-Kalgren on the following:

Patrick Lavelle, Esquire  
25 E. Park Ave, Ste. 4  
DuBois, PA 15801

Benjamin S. Blakley, III, Esquire  
90 Beaver Drive, Box 6  
DuBois, PA 15801

By:

  
Christopher E. Mohney, Esquire

**FILED**

**DEC 09 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
 )  
 Plaintiff, ) Type of Case: MORTGAGE FORECLOSURE  
 )  
 vs. ) Type of Pleading: CROSS-DEFENDANT'S  
 ) ANSWER TO CROSS-PLAINTIFF'S  
 ) CROSS-CLAIM AND NEW MATTER AND  
 ) COUNTERCLAIM  
 )  
 PATRICIA A. ARMSTRONG- ) Filed on Behalf of:  
 KALGREN, DANIEL A. KALGREN and ) Defendant, Daniel A. Kalgren  
 unknown heirs, successors, assigns and all )  
 persons claiming right, title or interest )  
 from or under TIMOTHY SCOTT )  
 KALGREN, Deceased, )  
 ) Counsel of Record:  
 Defendants. ) BENJAMIN S. BLAKLEY, III, ESQUIRE  
 ) Supreme Court No. 26331  
 )  
 ) BLAKLEY & JONES  
 ) 90 Beaver Drive, Box 6  
 ) DuBois, Pa 15801  
 ) (814) 371-2730

FILED 3cc  
Dec 23 2008 Amy Blakley  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
)  
Plaintiff, )  
)  
vs. )  
)  
PATRICIA A. ARMSTRONG- )  
KALGREN, DANIEL A. KALGREN and )  
unknown heirs, successors, assigns and all )  
persons claiming right, title or interest )  
from or under TIMOTHY SCOTT )  
KALGREN, Deceased, )  
)  
Defendants. )

**NOTICE TO DEFEND**

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 is 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 an order may be entered against you by the Court without further notice for any money claimed in the Complaint requested by 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.**

Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 PATRICIA A. ARMSTRONG- )  
 KALGREN, DANIEL A. KALGREN and )  
 unknown heirs, successors, assigns and all )  
 persons claiming right, title or interest )  
 from or under TIMOTHY SCOTT )  
 KALGREN, Deceased, )  
 )  
 Defendants. )

**CROSS-DEFENDANT'S ANSWER TO CROSS-PLAINTIFF'S  
CROSS-CLAIM AND NEW MATTER AND COUNTERCLAIM**

AND NOW comes the Cross-Defendant, **DANIEL A. KALGREN**, by and through his attorneys, **BLAKLEY & JONES**, and answers Cross-Plaintiff's Cross-Claim as follows:

26. Requires no answer.
27. It is denied that the Cross-Defendant received any benefit whatsoever as a result of any mortgages secured by the Cross-Plaintiff, and on the contrary, it is averred that the Cross-Plaintiff lived and enjoyed the fruits of the possession of the Cross-Defendant's residence and removed timber and other items of personal property from the residence and failed to pay property taxes on the said property while in possession of the premises all done fraudulently as determined by this Court at No. 903-2005-C.D.
28. It is denied that the Cross-Defendant was at any time aware of any alleged benefit conferred upon him by any action of the Cross-Plaintiff, and on the contrary, it is averred that the

Cross-Defendant was never aware that the Cross-Plaintiff and her deceased husband obtained a mortgage on the subject real property.

29. It is admitted that the Cross-Defendant has since proceeded to retake possession of the property. It is further averred, however, that the possession of the real property was pursuant to the Order of this Honorable Court to No. 903-2005-C.D., and as a result of the fraudulent actions of the Cross-Plaintiff and her deceased husband, and as such, no benefit was conferred upon the Cross-Defendant.

30. It is denied that any associated benefit of the re-possession of the property was obtained by the Cross-Defendant, and on the contrary, it is averred that any funds expended for the payment of the mortgage and escrow amounts paid by the Cross-Plaintiff was done as a result of her illegal and improper behavior in fraudulently obtaining a mortgage on the subject premises.

31. It is denied that the Cross-Defendant has received any benefits of any capital improvements made by the Cross-Plaintiff and her deceased husband, and on the contrary, it is averred that no capital improvements were made by the Cross-Plaintiff or her deceased husband during the period of time that they possessed the property.

32. Denied, and on the contrary, it is averred that no capital improvements were made to the subject real property by the Cross-Plaintiff or her deceased husband.

33. Requires no answer.

34. It is denied that the Cross-Defendant has retained any benefit whatsoever as a result of the illegal and improper conduct of the Cross-Plaintiff, and as such, the Cross-Defendant has not been unjustly enriched in any manner.

35. It is denied that any action on the part of the Cross-Plaintiff resulted in any quasi-contract imposing upon the Cross-Defendant an obligation to pay the Cross-Plaintiff, and on the contrary, it is averred that any monies expended by the Cross-Plaintiff were done as a result of the improper and illegal conduct of the Cross-Plaintiff, and as such, the Cross-Plaintiff fails to have clean hands, which would entitle her to any equitable remedy.

WHEREFORE, Cross-Defendant respectfully request that the Cross- Complaint against him be dismissed.

**NEW MATTER**

36. Cross-Defendant incorporates by reference his answers to paragraphs 26 through 35 of Cross-Plaintiff's Cross-Claim as if the same were fully set forth herein.

37. The real property which is the subject of this Complaint is that piece or parcel of land situate and lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as set forth in Exhibit "A" attached hereto.

38. By Deed dated June 22, 1998, and recorded in Clearfield County Deed and Record Book Vol. 945, Page 156, the Cross-Defendant became seized of the subject real property and did continuously possess the real property until December 1, 2003.

39. By Durable Power of Attorney executed by the Cross-Defendant on August 23, 2002, the Cross-Defendant did appoint his brother, the said Timothy S. Kalgren, as his agent under the terms and conditions of the said Durable Power of Attorney, said Durable Power of Attorney being recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, to Instrument No. 200321920.

40. Under the terms of the Durable Power of Attorney, the said Timothy S. Kalgren, as agent for **DANIEL A. KALGREN**, was granted the power, *inter alia*, to make limited gifts on behalf of the Cross-Defendant as principal to the Cross-Defendant's spouse, issue and spouse of an issue, as set forth in Paragraph 5 of the said Durable Power of Attorney.

41. The Cross-Defendant was subsequently incarcerated under sentence of the Court of Common Pleas of Clearfield County.

42. Subsequent to the Cross-Defendant's incarceration, the said Timothy S. Kalgren, in contravention of the powers set forth in the Durable Power of Attorney dated August 23, 2002, did convey the subject real property to himself and to the Cross-Plaintiff as his wife by deed dated December 1, 2003, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument No. 200321921, and by corrective deed dated January 27, 2004, and recorded in the office of the Recorder of Deeds of Clearfield County to Instrument No. 200401401.

43. Cross-Defendant received no consideration for the transfer of his real property by Timothy S. Kalgren to Timothy S. Kalgren and the Cross-Plaintiff, the same being a gift of the real property by the agent to himself and the Cross-Plaintiff.

44. As a result of the actions of the Cross-Plaintiff and her deceased husband, Cross-Defendant filed a Complaint to set aside the fraudulent deed by Complaint dated June 22, 2005, and filed to No. 05-903-C.D., in the Court of Common Pleas of Clearfield County, Civil Division on June 23, 2005.

45. By Order dated August 23, 2005, the Honorable Paul E. Cherry, upon Cross-Defendant's Motion for Entry of Default Judgment, did order that a default judgment be entered

against the Cross-Plaintiff and that the Cross-Plaintiff execute a Deed reconveying the property of the Cross-Defendant to him, along with other relief as set forth in said Order. A copy of said Order is attached hereto and made a part hereof.

46. Any mortgage entered into between the Plaintiff, First Commonwealth Bank and the Cross-Plaintiff and her deceased husband was done without the knowledge and consent of the Cross-Defendant, and was done pursuant to the illegal and improper use of the Power of Attorney granted to the Cross-Plaintiff's deceased husband by the Cross-Defendant.

47. Cross-Plaintiff's claim is barred by applicable statute of limitations.

**COUNTERCLAIM**  
**DANIEL A. KALGREN v. PATRICIA A. ARMSTRONG-KALGREN**

48. Cross-Defendant incorporates by reference his New Matter and Answers to Cross-Plaintiff's Cross-Claim and New Matter as if the same were set forth herein.

49. Cross-Plaintiff and her deceased husband improperly took possession of Cross-Defendant's real property on or about December 1, 2003, and did have improper possession of the property until on or about October 17, 2005, at which time the Recorder of Deeds of Clearfield County conveyed the real property to Cross-Defendant.

50. During her period of possession, the Cross-Plaintiff and her deceased husband had dominion and control over said real property and did enjoy the benefits of said property.

51. Cross-Defendant believes and therefore avers that the fair rental value of the real property is \$750.00 per month.

52. Cross-Defendant believes and therefore avers that because Cross-Plaintiff had dominion over the real property and enjoyed the benefits thereof from December 1, 2003, to October

17, 2005, Cross-Plaintiff is indebted to the Cross-Defendant in the amount of \$16,911.29, representing the fair rental value of said real property.

WHEREFORE, Cross-Defendant demands judgment against Cross-Plaintiff in the amount of \$16,911.29, plus interests and costs of suit.

Respectfully Submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III  
Attorney for Cross-Defendant

### VERIFICATION

I, **DANIEL A. KALGREN**, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing Cross-Defendant's Answer to Cross-Plaintiffs Cross-Claim and New Matter are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



**DANIEL A. KALGREN**

Dated: 12-7-03

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 PATRICIA A. ARMSTRONG- )  
 KALGREN, DANIEL A. KALGREN )  
 and unknown heirs, successors, assigns )  
 and all persons claiming right, title or )  
 interest from or under TIMOTHY )  
 SCOTT KALGREN, Deceased, )  
 )  
 Defendants. )

**CERTIFICATE OF SERVICE**

This will certify that on the date shown below, the undersigned served a copy of Cross-Defendant's Answer to Cross-Plaintiff's Cross-Claim and New Matter in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail this 23 day of December, 2008:

Patrick Lavelle, Esquire  
25 East Park Avenue Ste 4  
DuBois, PA 15801

Benjamin S. Blakley, III

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 38761

Instrument Number - 200517859

Recorded On 10/17/2005 At 2:42:28 PM

\* Instrument Type - DEED

\* Total Pages - 8

Invoice Number - 137945

\* Grantor - STARCK, KAREN L

\* Grantee - KALGREN, DANIEL A

\* Customer - BLAKLEY & JONES

\* FEES

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

**\*RETURN DOCUMENT TO:**

BLAKLEY & JONES  
90 BEAVER DRIVE  
BOX 6  
DUBOIS, PA 15801

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

EXHIBIT

"A"

# DEED

Made this 19<sup>th</sup> day of October, 2005, by and between  
**KAREN L. STARCK, RECORDER OF DEEDS OF CLEARFIELD COUNTY,**  
**PENNSYLVANIA**, on behalf of **PATRICIA A. ARMSTRONG-KALGREN**, of Sandy  
Township, Clearfield County, Pennsylvania, pursuant to the Order of Court dated  
October 10, 2005 **GRANTOR**,

## A N D

**DANIEL A. KALGREN**, of Sandy Township, Clearfield County, Pennsylvania,  
**GRANTEE**,

## W I T N E S S T H:

That in consideration of **ONE (\$1.00) DOLLAR** in hand paid, the receipt of whereof is  
hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,  
his heirs and assigns,

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

**THE FIRST THEREOF: BEGINNING** at a post at the South corner of Subdivision  
No.8 of Warrant No. 3597; thence East 40 perches to a post; thence North 12 perches to a  
post; thence South 88° East 71.9 perches to a post; thence North 3 perches to a post;  
thence East 25 perches bounded partly on the North by lands now or formerly of John  
DuBois; thence South 33.7 perches to a post; thence West along lands now or formerly of  
Judson Bundy 25 perches to a post; thence South 15° West along lands now or formerly  
of Judson Bundy 43 perches to a post; thence North 77-1/2° West 102 perches along  
lands deeded from William Long to Jeremiah Clinton to the place of beginning.  
Containing 44 acres and 58 perches, more or less. Being part of Subdivision 7 of Warrant  
No. 3597.

**THE SECOND THEREOF: BEGINNING** at a beech tree at the Southwest corner of  
Subdivision No.8 of Warrant No. 3597; thence North 49 perches and 5-1/2 feet to a post;  
thence South 16° East along lands now or formerly of William Long 123 perches and  
1-1/2 feet to a post; thence South 16° West 27 perches along lands now or formerly of  
Judson Bundy to a post; thence West along lands now or formerly of John DuBois,  
formerly Subdivision No.6, 94 perches to the place of beginning. Containing 22 acres  
and 59 perches, be the same more or less.

**EXCEPTING AND RESERVING** from the above-described premises the following  
parcels of land:

1. 3.2 acres conveyed to Joseph Uren by deed of William Long dated June 3, 1898, and recorded in Deed Book No. 105, Page 287.
2. 21 acres 146 perches conveyed to Edward F. Duttry by deed of William Long, et ux., dated August 19, 1902, and recorded in Deed Book No. 142, Page 41.
3. 2.11 acres conveyed to Almos S. Bundy by deed of William Long, et ux., dated December 26, 1895, and recorded in Deed Book No. 154, Page 39.
4. 6 acres conveyed to A.S. Bundy by deed of Susanna Long, Administratrix of the Estate of William Long, deceased, dated June 15, 1907, and recorded in Deed Book No. 161, Page 359.
5. Premises conveyed to Rodney L. Kalgren and Gloria Kalgren by deed of Franklin Kalgren and Grace Kalgren dated July 12, 1978, and recorded in Clearfield County Deed Book Vol. 764, Page 352, on July 18, 1978.

**THE THIRD THEREOF: BEGINNING** at a point at the intersection of an alley and lands now or formerly of Jane McLaughlin; thence along lands now or formerly of Jane McLaughlin in a Southern direction a distance of 450 feet, more or less, to an iron pin at the lands now or formerly of Jane McLaughlin and Bundy; thence in a Northeastern direction along said land now or formerly of Bundy a distance of 470 feet, more or less, to an iron pin at the intersection of lands now or formerly of Bundy and an alley; thence along said alley in a Western direction a distance of 200 feet, more or less, to a point at the land now or formerly of McLaughlin and place of beginning. Containing 3/4 acre, more or less, of land.

**FURTHER EXCEPTING AND RESERVING** all that certain piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, and being more fully bounded and described in Deed dated February 18, 1999, between Daniel A. Kalgren, as Grantor, and Wesley J. Kalgren and Tamara E. Kalgren, as Grantees, containing 12 acres, more or less. Said deed being recorded in the Office of Recorder of Deeds for Clearfield County, Pennsylvania as Instrument No. 199903038.

**FURTHER EXCEPTING AND RESERVING** from the above-described parcels of land all parcels previously conveyed which may not be specifically set forth above.

Together with all the right, title and interest of the Grantors in and to any gas and oil lease in which Grantors may have an interest.

**EXCEPTING AND RESERVING** the coal underlying the above premises with the right of egress and regress to recover and operate and carry away the same only as the same may have been excepted and reserved in prior deeds of conveyance.

Together with all of the right, title and interest of the Grantors in and to a certain lease with J.E. Rainard, et ux., dated April 16, 1947, and recorded in Clearfield County Miscellaneous Book Vol. 69, Page 443.

**BEING** the same premises which were conveyed to Timothy S. Kalgren and Patricia A. Armstrong-Kalgren by Deed of Daniel A. Kalgren, by his attorney-in-fact Timothy S. Kalgren dated December 1, 2003, and recorded in the Office of Recorder of Deeds for Clearfield County, Pennsylvania as Instrument No. 200321921, and by Corrective Deed of Daniel A. Kalgren, by his attorney-in-fact Timothy S. Kalgren, to Timothy S. Kalgren and Patricia A. Armstrong-Kalgren dated January 27, 2004, and recorded in the Office of Recorder of Deeds for Clearfield County, Pennsylvania as Instrument No. 200401401. The said Timothy S. Kalgren died on August 17, 2004, thereby vesting record title in the subject property in Patricia A. Armstrong-Kalgren. The Honorable Judge Paul E. Cherry did enter an Order pursuant to a civil action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 2005-903-CD, ordering the conveyance of the subject real property to the Grantee by Karen L. Starck, Recorder of Deeds for Clearfield County, on behalf of Patricia A. Armstrong-Kalgren, as the result of a judgment entered against the said Patricia A. Armstrong-Kalgren, a copy of said Order being attached hereto and being made a part hereof.

And the said grantor does hereby covenant and agree to and with the said grantee, that she, the grantor, her heirs, executors and administrators, shall and will warrant **SPECIALLY** and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee, his heirs and assigns, against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set her hand and seal the day and year first above written.

*Signed, Sealed & Delivered in the Presence of:*

B. L. Hudson

 (SEAL)  
KAREN L. STARCK, RECORDER OF  
DEEDS OF CLEARFIELD COUNTY,  
PENNSYLVANIA, on behalf of  
PATRICIA A. ARMSTRONG-  
KALGREN

**COMMONWEALTH OF PENNSYLVANIA**

:

**COUNTY OF CLEARFIELD**

: **ss.**

:

On this, the 17 day of October, 2005, before me, a Notary Public, the undersigned officer, personally appeared **KAREN L. STARCK, RECORDER OF DEEDS OF CLEARFIELD COUNTY, PENNSYLVANIA**, on behalf of **PATRICIA A. ARMSTRONG-KALGREN**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

My Commission Expires:



Notary Public

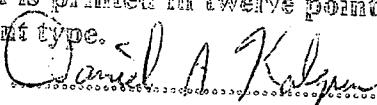
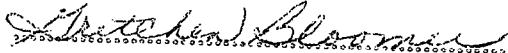
**WILLIAM A. SHAW**  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:



This

17<sup>th</sup> day of October, 2005

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR  
INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH  
THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE  
OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL  
RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION,  
DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,  
BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION  
OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL  
RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR  
RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved  
September 10, 1965, as amended.)

### ***CERTIFICATE OF RESIDENCE***

I hereby certify that the precise residence of the grantee(s) herein is as follows:

200 Kalgren Road  
DuBois PA 15801

*Attorney or Agent for Grantee*

**FILED**

DEC 24 2008

10:10 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
"Court to Party"

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
Plaintiff, )  
vs. ) Type of Case: MORTGAGE FORECLOSURE  
PATRICIA A. ARMSTRONG- )  
KALGREN, DANIEL A. KALGREN and ) Type of Pleading:  
unknown heirs, successors, assigns and all ) CERTIFICATE OF SERVICE  
persons claiming right, title or interest )  
from or under TIMOTHY SCOTT ) Filed on Behalf of:  
KALGREN, Deceased, ) Defendant, Daniel A. Kalgren  
Defendants. )  
 ) Counsel of Record:  
 ) BENJAMIN S. BLAKLEY, III, ESQUIRE  
 ) Supreme Court No. 26331  
 )  
 ) BLAKLEY & JONES  
 ) 90 Beaver Drive, Box 6  
 ) DuBois, Pa 15801  
 ) (814) 371-2730

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

FIRST COMMONWEALTH BANK, ) NO. 08-1265 C.D.  
Plaintiff, )  
vs. )  
PATRICIA A. ARMSTRONG- )  
KALGREN, DANIEL A. KALGREN and )  
unknown heirs, successors, assigns and all )  
persons claiming right, title or interest )  
from or under TIMOTHY SCOTT )  
KALGREN, Deceased, )  
Defendants. )

**CERTIFICATE OF SERVICE**

This will certify that on December 23, 2008, the undersigned served a copy of Cross-Defendant's Answer to Cross-Plaintiff's Cross-Claim and New Matter and Counterclaim in the above-captioned matter on counsel for Plaintiff at the address shown below by first-class U.S. Mail:

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

Benjamin S. Blakley, III

**FILED**

**DEC 24 2008**

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104401  
NO: 08-1265-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK

vs.

DEFENDANT: PATRICIA A. ARMSTRONG-KALGREN, DANIEL A. KALGREN & unknown heirs et al

**SHERIFF RETURN**

**RETURN COSTS**

| Description     | Paid By     | CHECK # | AMOUNT |
|-----------------|-------------|---------|--------|
| SURCHARGE       | FIRST COMM. | 235220  | 20.00  |
| SHERIFF HAWKINS | FIRST COMM. | 235220  | 80.00  |

S  
**FILED**  
0/2:30pm  
DEC 26 2008  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of                    2008  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Chester A. Hawkins  
Sheriff

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

FILED

FIRST COMMONWEALTH : NO. 08- 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: REPLY TO  
: NEW MATTER AND ANSWER TO  
: COUNTERCLAIM OF CROSS-  
: DEFENDANT DANIEL A. KALGREN  
PATRICIA A. ARMSTRONG- : FILED ON BEHALF OF: PLAINTIFF  
KALGREN, DANIEL A. : FIRST COMMONWEALTH BANK  
KALGREN and unknown heirs, :  
successors, assigns, and all persons :  
claiming right, title or interest :  
from or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

JAN 12 2009  
019:55/m  
William A. Shaw  
Prothonotary/Clerk of Courts

3 c/cert to

ATTW (60)

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

|                                      |   |                      |
|--------------------------------------|---|----------------------|
| FIRST COMMONWEALTH                   | : | NO. 08 - 1265 - C.D. |
| BANK,                                | : |                      |
| PLAINTIFF                            | : |                      |
|                                      | : |                      |
| VS.                                  | : |                      |
|                                      | : |                      |
| PATRICIA A. ARMSTRONG-               | : |                      |
| KALGREN, DANIEL A.                   | : |                      |
| KALGREN and unknown heirs,           | : |                      |
| successors, assigns, and all persons | : |                      |
| claiming right, title or interest    | : |                      |
| from or under TIMOTHY SCOTT          | : |                      |
| KALGREN, Deceased,                   | : |                      |
|                                      | : |                      |
| DEFENDANTS                           | : |                      |

**REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM OF CROSS-DEFENDANT DANIEL A. KALGREN**

AND NOW, comes your Plaintiff, **FIRST COMMONWEALTH BANK** (hereinafter referred to "FCB"), by and through its Attorney, **CHRISTOPHER E. MOHNEY, ESQUIRE**, and replies to Cross-Defendant Daniel A. Kalgren's New Matter and Counterclaim as follows:

**REPLY TO NEW MATTER OF CROSS-DEFENDANT DANILE A. KALGREN**

36. No reply is required.
37. Denied. To the contrary, the tracts of real property subject of FCB's action are attached as Exhibits A-1 and A-2 to FCB's Complaint in Foreclosure filed July 11, 2008.
38. Admitted, except the real property that is the subject of dispute between Defendants PATRICIA A. ARMSTRONG-KALGREN and DANIEL A. KALGREN

initially became vested in Defendant DANIEL A. KALGREN by deed recorded in Clearfield County Deed and Record Book Volume 1945, Page 156.

39. Admitted.

40. Paragraph 40 of Cross-Defendant DANIEL A. KALGREN relies upon a written document, the terms and conditions of which speak for themselves.

41. Admitted.

42. FCB, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of Paragraph 42 of Cross-Defendant Daniel A. Kalgren's New Matter, the same being deemed denied and strict proof thereof being demanded at trial. To the extent a reply is deemed to be necessary, Paragraph 42 avers legal conclusions, to which no reply is required, the same being deemed denied.

43. FCB, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of Paragraph 43 of Cross-Defendant Daniel A. Kalgren's New Matter, the same being deemed denied and strict proof thereof being demanded at trial. To the extent a reply is deemed to be necessary, Paragraph 42 avers legal conclusions, to which no reply is required, the same being deemed denied.

44. Admitted.

45. Admitted.

46. Paragraph 46 of Cross-Defendant Daniel A. Kalgren's New Matter avers legal conclusions, to which no reply is required, the same being deemed denied. To the extent a reply is deemed necessary, as to the mortgage given FCB that is the subject of this mortgage foreclosure action, FCB is a *bona fide* holder for value of the subject

mortgage and promissory note, and is otherwise a *bona fide* judgment creditor/mortgagee of a *bona fide* mortgage for which Cross-Defendant Daniel A. Kalgren derived benefit.

47. Paragraph 47 of Cross-Defendant Daniel A. Kalgren's New Matter avers legal conclusions, to which no reply is required, the same being deemed denied.

Wherefore, Plaintiff First Commonwealth Bank prays this Honorable Court to dismiss Cross-Defendant Daniel A. Kalgren's New Matter and enter judgment in favor of Plaintiff as requested in Plaintiff's complaint.

**ANSWER TO COUNTERCLAIM OF CROSS-DEFENDANT DANIEL A.**

**KALGREN**

48. – 52. Cross-Defendant's Counterclaim makes no allegations or claim(s) against FCB, and, therefore, no answer by FCB is necessary or required.

Respectfully submitted,

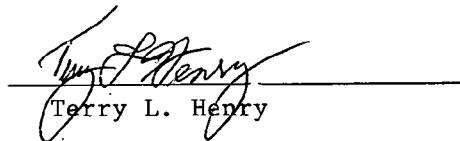
BY: \_\_\_\_\_

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

**VERIFICATION**

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

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



\_\_\_\_\_  
Terry L. Henry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA  
CIVIL ACTION

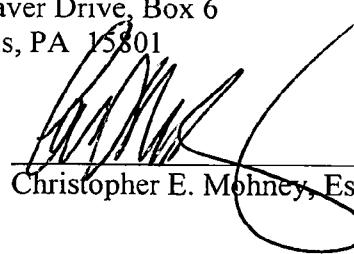
|  |   |                      |
|--|---|----------------------|
| FIRST COMMONWELATH                     | : | NO. 08 - 1265 - C.D. |
| BANK                                   | : |                      |
|  | : |                      |
| PLAINTIFF                              | : |                      |
|  | : |                      |
| VS.                                    | : |                      |
|  | : |                      |
| PATRICIA A. ARMSTRONG-                 | : |                      |
| KALGREN, DANIEL A.                     | : |                      |
| KALGREN and unknown heirs,             | : |                      |
| successors, assigns, and all persons   | : |                      |
| claiming right, title or interest from | : |                      |
| or under TIMOTHY SCOTT                 | : |                      |
| KALGREN, Deceased,                     | : |                      |
|  | : |                      |
| DEFENDANTS                             | : |                      |

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that on this 12<sup>th</sup> day of January, 2009, I caused to be served by hand-delivery or First Class United States Mail, postage prepaid, certified copy of Reply to New Matter and Answer to Counterclaim of Cross-Defendant Daniel A. Kalgren on the following:

Patrick Lavelle, Esquire  
25 East Park Avenue  
DuBois, PA 15801  
(hand-delivery)

Benjamin S. Blakley, III, Esquire  
90 Beaver Drive, Box 6  
DuBois, PA 15801  
(mail)

  
Christopher E. Mohney, Esquire

**FILED**

JAN 12 2009

*William A. Shaw  
Prothonotary/Clerk of Courts*

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

FILED

FIRST COMMONWEALTH  
BANK,

Plaintiff,

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant.

No. 08-1265 C.D.

JAN 16 2009

111:30 AM 610  
William A. Shaw  
Prothonotary/Clerk of Courts

5  
I CERT TO ATN

TYPE OF CASE: **Mortgage  
Foreclosure Action**

TYPE OF PLEADING:  
**Answer to Defendant's New  
Matter and Counterclaim**

FILED ON BEHALF OF:  
**Defendant**

COUNSEL OF RECORD

Patrick Lavelle, Esq.  
PA. ID # 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232

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

FIRST COMMONWEALTH  
BANK,

No. 08—1265 C.D.

Plaintiff,

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
heirs, successors, assigns, and all  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant.

**ANSWER TO DEFENDANT'S NEW MATTER AND COUNTERCLAIM**

AND NOW comes the defendant and cross plaintiff, Patricia A. Armstrong-Kalgren, by and through her attorney, Patrick Lavelle, Esquire, in the above captioned matter and files the below stated Answer to Daniel A. Kalgren's (Cross-Defendant) New Matter and Counterclaim against Patricia A. Armstrong-Kalgren (Co-Defendant, Cross-Plaintiff & Counter- Defendant), averments and support of which are as follows:

**ANSWER**

36. The averments of paragraph thirty-six (36) are an incorporation statement, and no specific answer is required. Patricia A. Armstrong-Kalgren hereby incorporates her previous responses the same as if set forth fully herein.

37. It is admitted that the property that is set forth and described in paragraph 37 is the part of the subject matter of this particular complaint; however, Defendant, Patricia A. Armstrong-Kalgren, also asserts that the foreclosure action giving rise to this action also includes her property in Treasure Lake described as 503 Treasure Lake, DuBois, PA 15801.

38. Admitted to the extent that the averments contained therein are consistent with the document indicated to have been recorded on June 22, 1988.

39. Admitted.

40. Admitted.

41. Admitted.

42. Admitted in part and denied in part. It is admitted that Timothy S. Kalgren did transfer ownership of Daniel A. Kalgren's property to himself and his wife and did record deeds to that effect as indicated in paragraph 42. It is denied, however, that any of the conduct of Timothy S. Kalgren in doing so was in contradiction of the power granted to him under the previously described Power of Attorney signed and executed by Daniel A. Kalgren, full proof of which is demanded at the time of trial.

43. Denied. By way of further response, Patricia A. Armstrong-Kalgren, avers that the transfer of the property previously owned by Daniel A. Kalgren was for good and valuable consideration and that the purpose of the transfer was not a gift to be made to Timothy S. Kalgren and Patricia A. Armstrong-Kalgren but was undertaken to preserve the property and protect it from threatened foreclosure.

44. Admitted.

45. Admitted.

46. Denied. By way of further response, it is averred by Patricia A.

Armstrong-Kalgren that the defendant, Daniel A. Kalgren, was fully aware of the actions of Timothy S. Kalgren at the time of the conveyance of the property to Timothy S. Kalgren and his wife, and that said conveyance was effected in an effort to protect that particular property from foreclosure, and that nothing done by Timothy S. Kalgren pursuant to the Power of Attorney was in any way illegal, improper, or amounts to a breach in a fiduciary obligation on the part of Timothy S. Kalgren or his wife, Patricia A. Armstrong-Kalgren.

47. Denied in that this particular action, if at law, would be governed by 42 Pa. C.S.A. § 5525 which calls for a four (4) year statute of limitations, and alternatively, the cross-claim is also subject to the application of the Court's equity power which is applicable in this case subject to an analysis of the facts as applied to the law of latches requiring a showing by defendant, Daniel A. Kalgren that he is actually prejudice by the passage of time prior to the filing of this complaint.

#### COUNTERCLAIM

#### DANIEL A. KALGREN V. PATRICIA A. ARMSTRONG-KALGREN

48. The averments of paragraph forty-eight (48) are an incorporation statement, and no specific answer is required. Patricia A. Armstrong-Kalgren hereby incorporates her previous responses the same as if set forth fully herein.

49. Denied. Patricia A. Armstrong-Kalgren hereby incorporates her response to paragraph 43 above, the same as set forth fully herein.

50. Admitted.

51. Denied. Patricia A. Kalgren avers that conveyance transferring title and possession of the property at issue here was lawful and not in breach of any fiduciary obligation and that Daniel A. Kalgren is not entitled to any rent. By way of further response, Patricia A. Armstrong-Kalgren states that she is without sufficient knowledge, information, or belief to admit or deny the fair rental amount of the property during the relevant time period and it is therefore denied, full proof of which is demanded at the time of trial.

52. Admitted that Patricia A. Armstrong-Kalgren and her husband, while he was alive, had dominion over the real property that is the subject of Daniel A. Kalgren's counterclaim during the time periods indicated. It is denied, however, that Patricia A. Armstrong-Kalgren or the estate of Timothy S. Kalgren is in any way indebted to the cross-defendant as a result of the conveyance, as the acquisition of the property was for good and valuable consideration in the amount of debt relief totaling \$48,000.00.

WHEREFORE, Cross-Plaintiff demands Judgment in her favor and prays that this Honorable Court will dismiss the cross-defendant's counterclaim.

Respectfully Submitted,



Patrick Lavelle, Esq.  
Counsel for the Defendant

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

FIRST COMMONWEALTH  
BANK,  
Plaintiff,

No. 08—1265 C.D.

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
heirs, successors, assigns, and all  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant.

**VERIFICATION**

I, Patrick Lavelle, Esq., do hereby certify that I am the legal representative of Patricia A. Armstrong-Kalgren, the Defendant in this action, and that I am authorized on her behalf to make this verification, and pursuant to that authorization, and with the knowledge of Patricia A. Armstrong-Kalgren, I do hereby verify that all of the foregoing facts set forth in the Answer To Defendant's New Matter And Counterclaim are true and correct to the best of her knowledge, information and belief. Further, Patricia A. Armstrong-Kalgren has authorized me to make this verification with knowledge and understanding of the provisions of *18 Pa. C.S.A. § 4904 (Unsworn Falsification to Authorities)*.

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

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

FIRST COMMONWEALTH  
BANK,

No. 08—1265 C.D.

Plaintiff,

v.

PATRICIA A. ARMSTONG-KALGREN,  
DANIEL A. KALGREN and unknown  
heirs, successors, assigns, and all  
persons claiming right, title or interest  
from or under TIMOTHY SCOTT  
KALGREN, Deceased,

Defendant,

CERTIFICATE OF SERVICE

I, Patrick Lavelle, Esq., by my signature appearing below do hereby  
certify that on the 15th day of January, 2009, I served a copy of the foregoing  
Answer To Defendant's New Matter And Counterclaim by personal service  
and/or by mailing same via first class mail, postage prepaid to the following:

**By Personal Service**

Christopher E. Mohney, Esq.  
25 East Park Ave.  
Suite # 6  
DuBois, PA. 15801

**By 1<sup>st</sup> Class Mail**

Benjamin Blakely, III, Esq.  
90 Beaver Dr.  
DuBois, PA. 15801



Patrick Lavelle, Esq.  
Counsel for Patricia A. Armstrong-Kalgren

FILED

JAN 16 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH : NO. 08 - 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: CERTIFICATE  
PATRICIA A. ARMSTRONG- : OF READINESS  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
successors, assigns, and all persons :  
claiming right, title or interest :  
from or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
DEFENDANTS : FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED 4CC  
03/04/2009 MAR 10 2009 Atty Mohney  
S 610  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): First Commonwealth Bank Case Number: 08-1265-C.D.

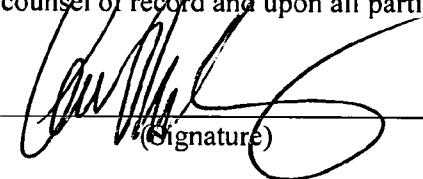
Defendant(s): Patricia A. Armstrong-Kalgren,  
Daniel A. Kalgren and unknown heirs,  
successors, assigns, and all persons  
claiming right, title or interest  
from or under Timothy Scott Kalgren, Deceased

To the Prothonotary:

Arbitration Limit: \_\_\_\_\_  
Type Trial Requested: Jury  Non-Jury  Arbitration  
Estimated Trial Time: 1 day

Jury Demand Filed By: NONE  
Date Jury Demand Filed: NONE

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

  
(Signature)

3/10/09  
(Date)

For the Plaintiff: Christopher E. Mohney, Esq. (814) 375-1044 Telephone Number

For the Defendant: P. Kalgren: Patrick Lavelle, Esq. (814) 371-2232 Telephone Number

For Additional Defendant: D. Kalgren: Ben Blakley, Esq. (814) 375-1082 Telephone Number

Certification of Current Address for all parties or counsel of record:

|                                       |                                       |  |
|---------------------------------------|---------------------------------------|--|
| Name: <u>Christopher E. Mohney</u>    | Address: <u>25 E Park Ave. Ste. 6</u> | City/State/Zip: <u>Dubois PA 15801</u> |
| Name: <u>Patrick Lavelle</u>          | Address: <u>29 E Park Ave. Ste. 4</u> | City/State/Zip: <u>Dubois PA 15801</u> |
| Name: <u>Benjamin S. Blakley, III</u> | Address: <u>90 Beaver Dr. Box 6</u>   | City/State/Zip: <u>Dubois PA 15801</u> |
| Name: _____                           | Address: _____                        | City/State/Zip: _____                  |
| Name: _____                           | Address: _____                        | City/State/Zip: _____                  |
| Name: _____                           | Address: _____                        | City/State/Zip: _____                  |

FILED

May 13 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK :  
:  
vs. : No. 08-1265-CD  
:  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. KALGREN :  
and unknown heirs, successors, assigns :  
and all persons claiming right, title or :  
interest from or under TIMOTHY :  
SCOTT KALGREN, Deceased :  
:

O R D E R

AND NOW, this 12<sup>th</sup> day of March, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Wednesday, April 15, 2009 at 1:30 P.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

FILED <sup>ICC Atty's:</sup>  
01/09/2009  
MAR 13 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
S  
P

BY THE COURT:

  
PAUL E. CHERRY  
Judge

**FILED**

MAR 17 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/13/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

FIRST COMMONWEALTH BANK, : NO. 08-1265-CD

Plaintiff :  
:

V. :  
:

PATRICIA A. ARMSTONG-KALGREN, :  
DANIEL A. KALGREN and unknown :  
heirs, successors, assigns, and all persons :  
claiming right, title or interest from or :  
under TIMOTHY SCOTT KALGREN, :  
Defendant :  
:

*s* FILED

APR 16 2009

William A. Shaw  
Prothonotary/Clerk of Courts

CENT TO ATTY'S  
LAUREN  
BRIAN  
MOHNG  
*RE*

ORDER

AND NOW, this 15<sup>th</sup> day of April, 2009, following Pre-Trial Conference, it is the  
ORDER of this Court as follows:

1. Trial in this matter is scheduled for August 26, 2009, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for providing any and all outstanding discovery shall be by and no later than forty-five (45) days prior to the commencement of trial.
3. Counsel for the parties, if they so desire, may submit a Trial Brief to the Court no more than fifteen (15) days prior to the commencement of trial.
4. The deadline for submitting any and all Motions shall be by and no later than thirty (30) days prior to the commencement of trial.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

FILED  
APR 16 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4-16-09

You are responsible for serving all appropriate parties.  
 The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other  
 Defendant(s)  Defendant(s) Attorney  Other  
Special Instructions:

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

FIRST COMMONWEALTH BANK: NO. 08 - 1265 - C.D.  
:  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
PATRICIA A. ARMSTRONG- : TYPE OF PLEADING:  
KALGREN, DANIEL A. : AGREEMENT FOR ENTRY OF  
KALGREN and unknown heirs, : JUDGMENT  
Successors, assigns, and all persons :  
Claiming right, title, or interest from :  
Or under TIMOTHY SCOTT :  
KALGREN, Deceased : FILED ON BEHALF OF: PLAINTIFF  
:  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
: SUPREME COURT NO.: 63494  
:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: 25 EAST PARK AVENUE  
: SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED 3CC  
S 010:38PM AUG 26 2009 *Att'y Mohney*  
William A. Shaw  
Prothonotary/Clerk of Courts  
CLL

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

FIRST COMMONWEALTH : NO. 08 - 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
Successors, assigns, and all persons :  
Claiming right, title or interest from :  
Or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
DEFENDANTS :  
:

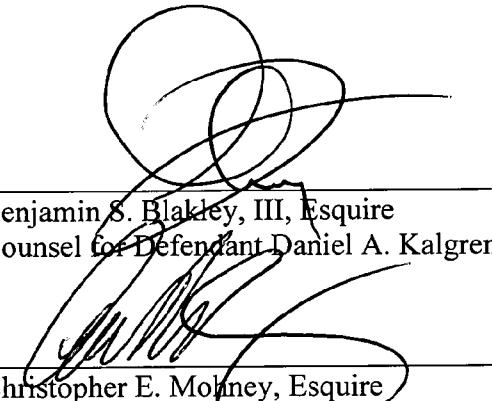
**AGREEMENT FOR ENTRY OF JUDGMENT**

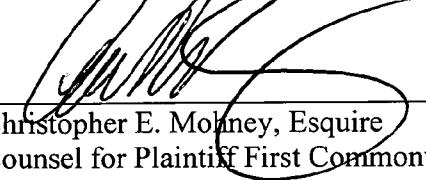
AND NOW, this 26<sup>th</sup> day of August, 2009, it is hereby stipulated by and between  
counsel for the parties that:

1. Judgment be entered in favor of Plaintiff FIRST COMMONWEALTH BANK and against Defendants PATRICIA A. ARMSTRONG-KALGREN and DANIEL A. KALGREN in the amount of \$63,000.00;
2. As to each Defendant's obligation to the other only toward satisfaction of the judgment, they shall contribute the following amounts:
  - a. Patricia A. Armstrong-Kalgren - \$26,500.00
  - b. Daniel A. Kalgren - \$36,500.00; and

3. Costs to be paid equally by the Defendants.

It is hereby represented by counsel to this stipulation that they execute the same under and pursuant to the express instructions and authorizations of their respective clients.

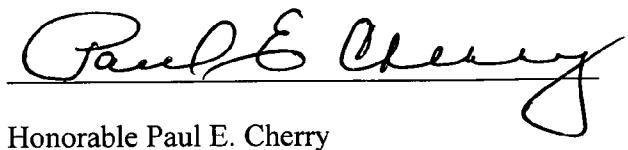
  
\_\_\_\_\_  
Benjamin S. Blakley, III, Esquire  
Counsel for Defendant Daniel A. Kalgren

  
\_\_\_\_\_  
Christopher E. Mohney, Esquire  
Counsel for Plaintiff First Commonwealth  
Bank

  
\_\_\_\_\_  
Patrick Lavelle, Esquire

Counsel for Defendant  
Patricia A. Armstrong-Kalgren

Approved by the Court this 26<sup>th</sup> day of August, 2009. The Prothonotary is hereby directed to enter judgment in favor of Plaintiff FIRST COMMONWEALTH BANK against Defendants DANIEL A. KALGREN and PATRICIA A. ARMSTRONG-KALGREN in the amount of \$63,000.00, plus costs.

  
\_\_\_\_\_  
Honorable Paul E. Cherry

**FILED**

AUG 26 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/26/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s), Attorney  Other

Defendant(s)  Defendant(s), Attorney

Special Instructions:

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

FIRST COMMONWEALTH : NO. 08 - 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING:  
: PRAECIPE TO ENTER JUDGEMENT  
: FILED ON BEHALF OF: PLAINTIFF  
PATRICIA A. ARMSTRONG- : COUNSEL OF RECORD:  
KALGREN, DANIEL A. : CHRISTOPHER E. MOHNEY, ESQUIRE  
KALGREN and unknown heirs, :  
Successors, assigns, and all persons : SUPREME COURT NO.: 63494  
Claiming right, title, or interest from :  
Or under TIMOTHY SCOTT :  
KALGREN, Deceased : CHRISTOPHER E. MOHNEY, ESQUIRE  
: 25 EAST PARK AVENUE  
: SUITE 6  
DEFENDANTS : DUBOIS, PA 15801  
: (814) 375-1044

FILED *10/38/09* Atty pd. *20.00* (G)  
SEP 01 2009  
S William A. Shaw  
Prothonotary/Clerk of Courts  
Noticed to  
Attn: Lavelle  
Blankley

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

FIRST COMMONWEALTH : NO. 08 - 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
Successors, assigns, and all persons :  
Claiming right, title or interest from :  
Or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
DEFENDANTS :  
:

**PRAECIPE TO ENTER JUDGMENT**

TO: WILLIAM A. SHAW, SR., PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff FIRST COMMONWEALTH BANK  
and against Defendants PATRICIA A. ARMSTRONG-KALGREN and DANIEL A.  
KALGREN for the amount of \$63,000.00 pursuant to Agreement for Entry of Judgment  
signed by the Honorable Paul E. Cherry and filed on August 26, 2009.

Respectfully submitted,

Christopher E. Mohney, Esquire

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

FIRST COMMONWEALTH : NO. 08 - 1265 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
Successors, assigns, and all persons :  
Claiming right, title or interest from :  
Or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
DEFENDANTS :  
:

CERTIFICATE OF SERVICE

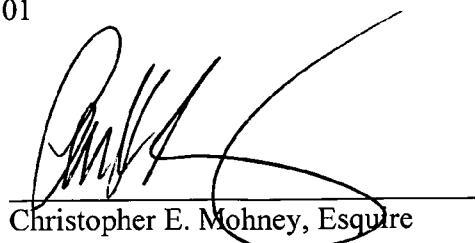
I, Christopher E. Mohney, Esquire, do hereby certify that on this 3<sup>rd</sup> day of August, 2009, I caused to be served, by first-class mail, Post-Sentence Motions on the following:

Benjamin S. Blakley, III, Esquire  
Blakley & Jones  
90 Beaver Drive, Box 6  
DuBois, PA 15801

Patrick Lavelle, Esquire  
25 East Park Avenue, Suite 4  
DuBois, PA 15801

By:

Christopher E. Mohney, Esquire



**FILED**

**SEP 01 2009**

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

**COPY**

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

First Commonwealth Bank

Vs.

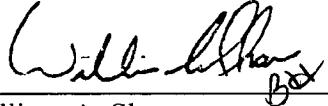
No. 2008-01265-CD

Patricia A. Armstrong Kalgren, Daniel A. Kalgren,  
Timothy Scott Kalgren

To: Patricia A. Armstrong Kalgren and Daniel A. Kalgren

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$63,000.00 on September 1, 2009.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

|   |   |                                |
|---|---|--------------------------------|
| FIRST COMMONWEALTH BANK                 | : | NO. 08 - 1265 - C.D.           |
| Plaintiff,                              | : | Type of Pleading: PRAECIPE     |
| vs.                                     | : | TO MARK SETTLED, DISCONTINUED  |
|   | : | AND ENDED                      |
| PATRICIA A. ARMSTRONG-                  | : | Filed on Behalf of: PLAINTIFF  |
| KALGREN, DANIEL A.                      | : | FIRST COMMONWEALTH BANK        |
| KALGREN and unknown heirs,              | : | Counsel of Record:             |
| Successors, assigns, and all persons    | : | CHRISTOPHER E. MOHNEY, ESQUIRE |
| Claiming right, title, or interest from | : |                                |
| Or under TIMOTHY SCOTT                  | : |                                |
| KALGREN, Deceased                       | : | Supreme Court No. 63494        |
| Defendants                              | : | 25 EAST PARK AVENUE            |
|   | : | SUITE 6                        |
|   | : | DUBOIS, PA 15801               |
|   | : | (814) 375-1044                 |

FILED NO  
112:30 AM NO  
NOV 17 2009 CC  
610

S William A. Shaw  
Prothonotary/Clerk of Courts

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

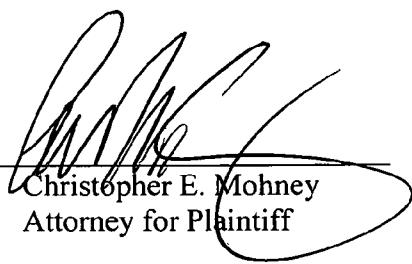
FIRST COMMONWEALTH BANK, :  
: Plaintiff, :  
VS. :  
: NO. 08 - 1265 - C.D.  
PATRICIA A. ARMSTRONG- :  
KALGREN, DANIEL A. :  
KALGREN and unknown heirs, :  
Successors, assigns, and all persons :  
Claiming right, title or interest from :  
Or under TIMOTHY SCOTT :  
KALGREN, Deceased, :  
: Defendants :  
:

**PRAECIPE TO MARK SETTLED, DISCONTINUED AND ENDED**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above captioned case settled, discontinued and ended.

BY:

  
Christopher E. Mohney  
Attorney for Plaintiff

**FILED**

Nov 17 2009

William A. Shaw  
Prothonotary/Clerk of Courts