

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

CIVIL ACTION - COMPLAINT IN MORTGAGE
FORECLOSURE

Code: 140


Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff


Counsel of record for this party:

Brett A. Solomon, Esquire
Pa I.D. #83746
bsolomon@tuckerlaw.com
Michael C. Mazack, Esquire
PA I.D. #205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

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

PO Box 142
Woodland, Pennsylvania 16881
Township of Bradford
Parcel: 106-M09-631-00009


Brett A. Solomon
Attorney for Plaintiff

FILED *Atty pd.*
m 10:43 *25.00*
AUG 25 2008
 *ICC Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts
2cc Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No.

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, 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.

Legal Services of North Eastern Pennsylvania, Inc.
122 Iron Street
Lehighton, PA 18235
(610) 377-5400

AVISO

Le han de mandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregara la corte enroma ascrita sus defenses o sus objecons a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso a notificacion. Ademias, la corte puede decidir a favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENIRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Legal Services of North Eastern Pennsylvania, Inc.
122 Iron Street
Lehighton, PA 18235
(610) 377-5400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No.

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW COMES PNC Bank, National Association ("Bank"), by and through its counsel, Tucker Arensberg, P.C., and avers the following in support of its Complaint in Mortgage Foreclosure:

1. PNC Bank, National Association is a national banking association organized under the laws of the United States of America with a principal place of business at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222.

2. Defendant, Russell J. Green, Administrator of the Estate of Robert L. Green, is an adult individual whose last known address is 218 W. 6th Avenue, Clearfield, Pennsylvania 16830.

3. On or about October 4, 1996, Robert L. Green and Janet M. Green ("Borrowers"), executed a Home Equity Line of Credit ("Note") whereby Borrowers promised to pay Bank the principal amount of \$25,000.00 plus interest and other amounts as more particularly set forth in the Note. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated October 4, 1996 ("Mortgage") given by Robert L. Green and Janet M. Green ("Mortgagors") to Bank, encumbering certain real property located in the Township of Bradford, County of Clearfield, Pennsylvania, as more particularly described therein ("Premises"). The Mortgage was recorded in the

Office of the Recorder of Deeds of Clearfield County, Pennsylvania on October 16, 1996 in Mortgage Book Volume 1795, page 145. A true and correct copy of the Mortgage is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note for failure to make payment when due and therefore the Defendant is in default of the provisions of the Mortgage. The Note is due from January 25, 2008, and as of June 12, 2008 was past due in the amount of \$2,233.32.

6. The Defendant is the record and real owner of the Premises.

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

8. On or about March 3, 2008 and July 15, 2008, Notice was sent to Defendant in accordance with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) that an action on the Mortgage may be commenced after 30 days from the date of the Notice. Said Notice further advised Defendant of Defendant's rights and obligations in accordance with the Acts. A copy of the Notice sent to the Defendant is attached hereto as Exhibit "C" and incorporated herein.

9. Borrower, Janet M. Green died on December 5, 2007.

10. Borrower, Robert L. Greed died on December 12, 2007.

11. The amount due Bank under the Note and the Mortgage as of May 29, 2008 was as follows:

Principal	\$9,744.50
Interest through 5/29/08	382.79
(continuing thereafter at 1.7305 per diem)	
Late Charges	48.30
Costs	To Be Added
Attorneys' Fees	<u>1,015.00</u>
TOTAL	\$11,190.59

12. The total amount due to Bank under the Note and the Mortgage as of May 29, 2008 was Eleven Thousand One Hundred Ninety and 59/100 Dollars (\$11,190.59), plus costs and attorneys' fees.

WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure for the amount due of Eleven Thousand One Hundred Ninety and 59/100 Dollars (\$11,190.59), plus continuing interest at the contract rate from May 29, 2008, late charges, reasonable attorneys' fees and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.

By: 

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

Attorney for PNC Bank, National Association, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No.

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)

)

SS:

COUNTY OF ALLEGHENY)

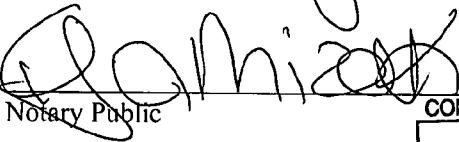
I, Brett A. Solomon, Attorney for PNC Bank, National Association, being duly sworn according to law, hereby depose and say that the Defendant, Russell J. Green, Administrator of the Estate of Robert L. Green, is not a member of the military service of the United States of America to the best of my knowledge, information, and belief.



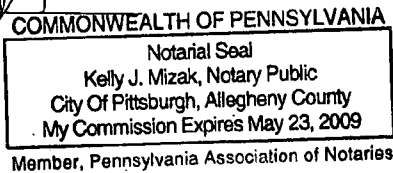
Brett Solomon
Attorney for PNC Bank, National Association

Sworn to and subscribed before me

this 6 day of August, 2008


Notary Public

My Commission Expires



HOME EQUITY LINE OF CREDIT

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT - PART ONE

OLNACS Number 5567438

VARIABLE RATE ACCOUNT

THIS DISCLOSURE STATEMENT IS GIVEN TO BORROWER WITH, AND IS PART OF, THE GENERAL CONDITIONS OF THE ACCOUNT. THE GENERAL CONDITIONS, THIS DISCLOSURE STATEMENT AND THE DISCLOSURE STATEMENT ON THE REVERSE SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT (THE "AGREEMENT").

☒ REGULAR ACCOUNT

☐ CLUB ACCOUNT

Club Account Benefit: percentage points

Club Group:

☐ EMPLOYEE ACCOUNT

Employee Account Benefit: %

Lender: PNC Bank, National Association

Date: Oct. 4, 1996 Payment Due Date: 20th

Account Number:

Maximum Credit Limit: \$25,000.00

Name of Borrower(s): ROBERT L GREEN
JANET M GREEN

Address:

P O BOX 142
MAIN STREET
WOODLAND PA 168810142

PAYMENT OPTIONS

☒ Principal and Interest

☐ Interest Only during the Draw Period

☐ Payment automatically charged to Checking Account

Overdraft Protection ☐ YES ☒ NO

You may not have both overdraft protection and charge to checking.

Checking Account Number:

In Name(s) of:

Initial Daily Periodic Rate: 0.02595 % per day

Initial ANNUAL PERCENTAGE RATE: 9.500 % per year

BASE MARGIN: 1.250 percentage points

A. ☒ Not applicable

☐ To open this account, you must pay the following CHARGES on or before the date this account becomes effective:

1. OTHER FINANCE CHARGES

Amount

You may not use any loans from this account to pay the above amounts

2. CLOSING COSTS

Amount

B. ANNUAL FEE ☐ Not applicable

☒ Annual Fee: \$ 25.00

The Annual Fee will be charged to your account during the first billing cycle and on the first day of each billing cycle immediately following each anniversary of the account, during the Draw Period.

☐ The Annual Fee will not be charged during any year that, on the anniversary of the Account, you are eligible for the Club Account Benefit or the Employee Account Benefit identified in this Agreement.

☒ The Annual Fee will not be charged during the first 10 years of the Draw Period.

1. **ACCOUNT PRIVILEGES.** We have established this account for you with a Maximum Credit in the amount set forth above. You may use this credit to obtain loans from time to time by writing checks in amounts of not less than \$100 or by using other methods which we may permit. You authorize us to charge this account for those loans and for the Finance Charge, Annual Fees, credit insurance premiums, if applicable, and any other amounts which you agree in this Agreement to pay.

Your account will consist of two periods, a Draw Period and a Repayment Period. You are permitted to make new loans from time to time, only during the Draw Period. The Draw Period will end on the last day of the Billing Cycle in which (a) if you choose the Principal and Interest Payment Option, the tenth anniversary of the opening of the account occurs, or (b) if you choose the Interest Only Payment Option, the seventh anniversary of the opening of the account occurs.

The length of the Repayment Period will depend on the balance in this account at the end of the first billing cycle in the Repayment Period, the amount of your minimum payment and on the Annual Percentage Rate(s) which apply.

We agree to pay checks, so long as they do not cause the principal balance to exceed the Maximum Credit, which are dated, drawn and issued on this account by you during the Draw Period and received by us during the Draw Period or within five business days after the end of the Draw Period, except as provided in the following sentence. We will not pay any check dated, drawn or issued by you or received by us after this account is Terminated or during any period when further extensions of credit are prohibited or suspended as provided in this Agreement. You agree that any checks written on this account will be only those checks issued by us for that special purpose.

2. **OVERDRAFT PROTECTION.** If you have elected Overdraft Protection in connection with this account, we will make a deposit to the Checking Account identified above whenever you withdraw from that Checking Account, either by writing a check from the Checking Account or in some other way, more money than the balance in the Checking Account. The amount which we will deposit will be the amount by which your withdrawal exceeds the balance in the Checking Account, rounded up to the next whole \$1.00. However, the amount which we will deposit will be not less than \$50.00. We will charge the amount of the deposit as a loan from this account. We do not have to make a deposit to the Checking Account if a deposit will cause the balance in this account to exceed the Maximum Credit or would violate the terms of this Agreement. Checking Account checks, which are returned, will be subject to our regular overdraft charges.

3. **FINANCE CHARGE.** At all times that this account is in effect, including the Draw Period and the Repayment Period and any period after Termination in which there remains an outstanding balance on this account, the Finance Charge will be calculated as of the last day in the billing cycle in the following way:

(a) **When The Finance Charge Begins.** The Finance Charge begins to accrue on the day each loan is posted to this account. There is no time during which credit is extended that you do not incur a Finance Charge.

(b) **How We Determine The Balance On Which The Finance Charge Is Computed.** We compute the Finance Charge on the "Average Daily Balance" (including current transactions) in this account during the billing cycle. To get the Average Daily Balance, we take the beginning balance in this account each day and add any new advances posted that day; and subtract any payments, credits, Late Charges, fees, credit insurance premiums and unpaid Finance Charges. This gives us the "Daily Balance." Then, we add up all of the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result is the Average Daily Balance.

(c) **How We Compute The Finance Charge.** We will compute the Finance Charge for the billing cycle by multiplying the Average Daily Balance for the cycle by the number of days in the billing cycle; and then multiplying

billing cycles when you are eligible for a Club Account, the "Margin" will be equal to the Base Margin stated above minus the Club Benefit stated above. During billing cycles when you are eligible for an Employee Account, the "Margin" will be equal to the Base Margin stated above multiplied by the Employee Benefit.

(iii) **Calculation of the Annual Percentage Rate.** The Annual Percentage Rate for any billing cycle will be the sum of the Index plus the Margin. Provided, however, that the ANNUAL PERCENTAGE RATE will never be more than 18%; and that during any billing cycle when you are eligible for an Employee Account, the ANNUAL PERCENTAGE RATE will never be more than 18% multiplied by the Employee Benefit.

(iv) **Calculation of the Daily Periodic Rate.** The Daily Periodic Rate to be used in each billing cycle will be determined on the first day of the billing cycle by dividing the applicable Annual Percentage Rate by 365 (or 366 in a leap year).

4. **MINIMUM MONTHLY PAYMENT.** The Minimum Monthly Payment will be due each month on or before the Payment Due Date. If you have selected to have the payment automatically charged to your Checking Account, this will occur on or about the Payment Due Date each month. The Minimum Monthly Payment will never be greater than the entire outstanding balance on the account.

(a) **During The Draw Period.** During each billing cycle of the Draw Period the Minimum Monthly Payment will be determined by adding any unpaid Annual Fee, any other fees, if applicable (but not including Late Charges and amounts past due to the payment amount which is determined as follows:

(i) **Principal and Interest.** If you have chosen the Principal and Interest Payment Option, the payment amount will be the greater of \$50.00 or 1.5% of the Ending Balance reflected on the billing statement.

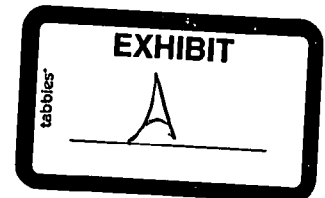
(ii) **Interest Only.** If you have chosen the Interest Only Payment Option, the payment amount will be the accrued and unpaid Finance Charge and the accrued and unpaid credit insurance premium, if any.

(b) **During the Repayment Period.** During each billing cycle of the Repayment Period, the Minimum Monthly Payment will be determined by adding any fees, if applicable (but not including Late Charges), and amounts past due to the greater of \$50.00 or 1.5% of the Ending Balance at the end of the first billing cycle in the Repayment Period.

(c) **Prepayment.** If you pay an amount greater than the Minimum Monthly Payment in any month, this will not affect the amount of the next payment, and you will nevertheless be required to make the Minimum Monthly Payment the next month. You may make payments in an amount in excess of the Minimum Monthly Payment and may pay the entire balance or any part of it at any time provided that you pay at least the Minimum Monthly Payment in any month when it is due.

(d) **After Termination.** If this account is Terminated during the Draw Period in accordance with the "Termination of Account Upon Default" section at paragraph 11(a) on the reverse side, for the purposes of calculating the Minimum Monthly Payment, the billing cycle in which Termination occurs shall be considered to be a cycle during the Draw Period and all subsequent cycles shall be considered to be cycles during the Repayment Period. If this account is Terminated during the Repayment Period, the cycle in which the Termination occurs and all subsequent cycles shall be considered to be cycles during the Repayment Period. After Termination, the Minimum Monthly Payment shall be calculated in accordance with this paragraph unless we exercise our rights under the "Acceleration of the Outstanding Balance" section at paragraph 11(b) on the reverse side.

5. **DISCLOSURE STATEMENT - PART TWO AND GENERAL CONDITIONS OF THE ACCOUNT.** See the reverse side of this disclosure and the General



P O BOX 142
MAIN STREET
WOODLAND RA 168810142

PAYMENT OPTIONS

- ☒ Principal and Interest
☐ Interest Only during the Draw Period
☐ Payment automatically charged to Checking Account

Overdraft Protection ☐ YES ☒ NO

You may not have both overdraft protection and charge to checking.

Checking Account Number:

In Name(s) of:

Initial Daily Periodic Rate: 0.02595 % per day

Initial **ANNUAL PERCENTAGE RATE:** 9.500 % per year

BASE MARGIN: 1.250 percentage points

B. ANNUAL FEE ☐ Not applicable

☒ Annual Fee: \$ 25.00

The Annual Fee will be charged to your account during the first billing cycle and on the first day of each billing cycle immediately following each anniversary of the account, during the Draw Period.

☐ The Annual Fee will not be charged during any year that, on the anniversary of the Account, you are eligible for the Club Account Benefit or the Employee Account Benefit identified in this Agreement.

☒ The Annual Fee will not be charged during the first 10 years of the Draw Period.

1. **ACCOUNT PRIVILEGES.** We have established this account for you with a Maximum Credit in the amount set forth above. You may use this credit to obtain loans from time to time by writing checks in amounts of not less than \$100 or by using other methods which we may permit. You authorize us to charge this account for those loans and for the Finance Charge, Annual Fees, credit insurance premiums, if applicable, and any other amounts which you agree in this Agreement to pay.

Your account will consist of two periods, a Draw Period and a Repayment Period. You are permitted to make new loans from time to time, only during the Draw Period. The Draw Period will end on the last day of the Billing Cycle in which (a) if you choose the Principal and Interest Payment Option, the tenth anniversary of the opening of the account occurs, or (b) if you choose the Interest Only Payment Option, the seventh anniversary of the opening of the account occurs.

The length of the Repayment Period will depend on the balance in this account at the end of the first billing cycle in the Repayment Period, the amount of your minimum payment and on the Annual Percentage Rate(s) which apply.

We agree to pay checks, so long as they do not cause the principal balance to exceed the Maximum Credit, which are dated, drawn and issued on this account by you during the Draw Period and received by us during the Draw Period or within five business days after the end of the Draw Period, except as provided in the following sentence. We will not pay any check dated, drawn or issued by you or received by us after this account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in this Agreement. You agree that any checks written on this account will be only those checks issued by us for that special purpose.

2. **OVERDRAFT PROTECTION.** If you have elected Overdraft Protection in connection with this account, we will make a deposit to the Checking Account identified above whenever you withdraw from that Checking Account, either by writing a check from the Checking Account or in some other way, more money than the balance in the Checking Account. The amount which we will deposit will be the amount by which your withdrawal exceeds the balance in the Checking Account, rounded up to the next whole \$1.00. However, the amount which we will deposit will be not less than \$50.00. We will charge the amount of the deposit as a loan from this account. We do not have to make a deposit to the Checking Account if a deposit will cause the balance in this account to exceed the Maximum Credit or would violate the terms of this Agreement. Checking Account checks, which are returned, will be subject to our regular overdraft charges.

3. **FINANCE CHARGE.** At all times that this account is in effect, including the Draw Period and the Repayment Period and any period after Termination in which there remains an outstanding balance on this account, the Finance Charge will be calculated as of the last day in the billing cycle in the following way:

(a) **When The Finance Charge Begins.** The Finance Charge begins to accrue on the day each loan is posted to this account. There is no time during which credit is extended that you do not incur a Finance Charge.

(b) **How We Determine The Balance On Which The Finance Charge Is Computed.** We compute the Finance Charge on the "Average Daily Balance" (including current transactions) in this account during the billing cycle. To get the Average Daily Balance, we take the beginning balance in this account each day and add any new advances posted that day, and subtract any payments, credits, Late Charges, fees, credit insurance premiums and unpaid Finance Charges. This gives us the "Daily Balance." Then, we add up all of the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result is the Average Daily Balance.

(c) **How We Compute The Finance Charge.** We will compute the Finance Charge for the billing cycle by multiplying the Average Daily Balance for the cycle by the number of days in the billing cycle; and then multiplying the product by the Daily Periodic Rate in effect during that cycle. The result is the Finance Charge for that billing cycle.

(d) **Daily Periodic Rate And Annual Percentage Rate.** The Finance Charge will be computed using the initial Daily Periodic Rate disclosed above. This corresponds to the initial **ANNUAL PERCENTAGE RATE** also disclosed above. These rates are subject to change each billing cycle as described in the "Variable Rate" section below.

(e) **The Annual Percentage Rate** includes only interest and no other charges.

(f) **Variable Rate.** The Daily Periodic Rate and Annual Percentage Rate applicable to this account may increase or decrease as of the first day of each billing cycle. These changes may be the result of a change in the "Index" or a change in your eligibility for a Club Benefit or an Employee Benefit.

Changes in the Annual Percentage Rate and in the Daily Periodic Rate may increase the amount of the Finance Charge you must pay and can change the amount of and number of payments necessary to pay this account in full.

(i) **Index.** During billing cycles when you have a Regular Account or Club Account, the "Index" will be the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* for the last day of the preceding calendar month which is reported. During billing cycles when you are eligible for the Employee Account, the "Index" will be the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* for the last day of the preceding calendar month which is reported multiplied by the Employee Benefit stated above.

(ii) **Margin.** During billing cycles when you have a Regular Account, the "Margin" will be equal to the Base Margin stated above. During

billing cycles when you are eligible for a Club Account, the "Margin" will be equal to the Base Margin stated above minus the Club Benefit stated above. During billing cycles when you are eligible for an Employee Account, the "Margin" will be equal to the Base Margin stated above multiplied by the Employee Benefit.

(iii) **Calculation of the Annual Percentage Rate.** The Annual Percentage Rate for any billing cycle will be the sum of the Index plus the Margin. *Provided, however, that the ANNUAL PERCENTAGE RATE will never be more than 18%; and that during any billing cycle when you are eligible for an Employee Account, the ANNUAL PERCENTAGE RATE will never be more than 18% multiplied by the Employee Benefit.*

(iv) **Calculation of the Daily Periodic Rate.** The Daily Periodic Rate to be used in each billing cycle will be determined on the first day of the billing cycle by dividing the applicable Annual Percentage Rate by 365 (or 366 in a leap year).

4. **MINIMUM MONTHLY PAYMENT.** The Minimum Monthly Payment will be due each month on or before the Payment Due Date. If you have selected to have the payment automatically charged to your Checking Account, this will occur on or about the Payment Due Date each month. The Minimum Monthly Payment will never be greater than the entire outstanding balance on the account.

(a) **During The Draw Period.** During each billing cycle of the Draw Period, the Minimum Monthly Payment will be determined by adding any unpaid Annual Fee, any other fees, if applicable (but not including Late Charges), and amounts past due to the payment amount which is determined as follows:

(i) **Principal and Interest.** If you have chosen the Principal and Interest Payment Option, the payment amount will be the greater of \$50.00 or 1.5% of the Ending Balance reflected on the billing statement.

(ii) **Interest Only.** If you have chosen the Interest Only Payment Option, the payment amount will be the accrued and unpaid Finance Charge and the accrued and unpaid credit insurance premium, if any.

(b) **During The Repayment Period.** During each billing cycle of the Repayment Period, the Minimum Monthly Payment will be determined by adding any fees, if applicable (but not including Late Charges), and any amounts past due to the greater of \$50.00 or 1.5% of the Ending Balance at the end of the first billing cycle in the Repayment Period.

(c) **Prepayment.** If you pay an amount greater than the Minimum Monthly Payment in any month, this will not affect the amount of the next payment, and you will nevertheless be required to make the Minimum Monthly Payment the next month. You may make payments in any amount in excess of the Minimum Monthly Payment and may pay the entire balance or any part of it at any time provided that you pay at least the Minimum Monthly Payment in any month when it is due.

(d) **After Termination.** If this account is terminated during the Draw Period in accordance with the "Termination of Account Upon Default" section at paragraph 11(a) on the reverse side, for the purposes of calculating the Minimum Monthly Payment, the billing cycle in which the Termination occurs shall be considered to be a cycle during the Draw Period and all subsequent cycles shall be considered to be cycles during the Repayment Period. If this account is terminated during the Repayment Period, the cycle in which the Termination occurs and all subsequent cycles shall be considered to be cycles during the Repayment Period. After Termination, the Minimum Monthly Payments shall be calculated in accordance with this paragraph unless we exercise our rights under the "Acceleration of the Outstanding Balance" section at paragraph 11(b) on the reverse side.

5. **DISCLOSURE STATEMENT - PART TWO AND GENERAL CONDITIONS OF THE ACCOUNT.** See the reverse side of this disclosure and the General Conditions of the Account. These are incorporated herein with the same effect as if they were set forth above in full. Please read them.

EACH OF YOU ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT (INCLUDING THE GENERAL CONDITIONS OF THE ACCOUNT) AND BY SIGNING THIS AGREEMENT INDICATES YOUR INTENTION TO BE LEGALLY BOUND.

[Signature]
Borrower's Signature

10-4-96
Date

[Signature]
Borrower's Signature

10-4-96
Date

Each Owner signing this Agreement who is not a Borrower, and does not have the right to obtain loans on the account, is agreeing only to be legally bound by the terms of this Agreement relating to the Mortgage, to the Mortgaged Premises, and to insurance on the Mortgaged Premises. The Owner's liability is limited to the Owner's interest in the Mortgaged Premises.

Owner

Date

Owner

Date

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT - PART TWO

THIS DISCLOSURE STATEMENT IS GIVEN TO BORROWER WITH, AND IS PART OF, THE GENERAL CONDITIONS OF THE ACCOUNT. THE GENERAL CONDITIONS, THIS DISCLOSURE STATEMENT AND THE DISCLOSURE STATEMENT ON THE FRONT SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT (THE "AGREEMENT").

6. OTHER CHARGES.

(a) **Closing Costs.** If applicable, we will charge you closing costs of the type and in the amounts set forth on the Disclosure Statement-Part One, on the front side, in the "Closing Costs" section.

(b) **Late Charges.** We will charge you a Late Charge equal to the greater of \$10.00 or five percent (5%) of the payment for each month any Minimum Monthly Payment is not made within 15 days of its due date. No Late Charge will be due if the reason the payment is late is either:

- (i) attributable to a late charge assessed on an earlier payment; or
- (ii) because, after default by you, the entire balance on this account is due.

(c) **Annual Fee.** If applicable, we will charge you an Annual Fee in an amount and beginning at the time set forth on the front side and continuing each year thereafter during the Draw Period on this account.

(d) **Return Credit Line Check Fee.** We will charge you a fee of \$25.00 for each check written on this account which is properly dishonored by us for any reason, or which is paid by us but which causes your outstanding principal balance to exceed your Maximum Credit Limit.

(e) **Stop Payment Fee.** We will charge you a fee of \$15.00 if you request us to stop payment on a check written on this account.

7. SECURITY INTEREST.

(a) You and any other owners of the Mortgaged Premises have executed a Mortgage with us as mortgagee, to secure the payment of all money due under this Agreement, including future advances. The rights and duties of you and any other owners and of us are set forth in this Agreement and in the Mortgage. We waive our security in the Mortgaged Premises as to any extension of credit to the extent that it would cause the outstanding balance to exceed the Maximum Credit.

(b) You also give us a security interest in:

- (i) All of your money on deposit with us. This includes money now on deposit or which may be deposited in the future with us by you or with any co-depositor, including your spouse. If there is a default under this Agreement or the Mortgage we, after notice required by law, may set-off amounts owed under this Agreement against such deposits.
- (ii) The proceeds and returned premiums of any credit life insurance which you may obtain or of property insurance covering the Mortgaged Premises and, if applicable, flood insurance.
- (iii) Collateral securing other obligations to us may also secure this account.

8. PROPERTY INSURANCE. Property insurance and, if applicable, flood insurance are required on the Mortgaged Premises. You may obtain these insurances from any person of your choice subject to our reasonable approval.

9. CREDIT INSURANCE. Credit life insurance, if available, is not required to obtain credit.

10. TAX DEDUCTIBILITY. You should consult a tax advisor regarding the deductibility of interest and charges for this account.

11. POSSIBLE ACTIONS WHICH MAY BE TAKEN BY LENDER. Under the circumstances described below, Lender can (1) terminate the account; (2) require you to pay the entire outstanding balance on the account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the credit limit; and/or (5) make specific changes that are set forth in the separate General Conditions of the Account.

(a) **TERMINATION OF ACCOUNT UPON DEFAULT.** You will be in default and this account will Terminate, effective immediately, upon our mailing a Notice of Termination to you if:

- (i) You commit fraud or make a material misrepresentation in connection with this account.
- (ii) You fail to meet any of the repayment terms of this Agreement for a period of 30 days.
- (iii) Any of your actions or your failure to act adversely affects our security for this account, or any of our rights in such security; for example, and not by way of limitation, if you transfer title to the Mortgaged Premises, or the sole owner of the Mortgaged Premises who is obligated on this account dies.

(b) **ACCELERATION OF THE OUTSTANDING BALANCE.**

- (i) Unless prohibited by law, if this account is Terminated by default, we may, at our option, after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this account. If this happens, you will be required to pay the outstanding balance on this account in one payment at that time. If you are in default under the previous section titled "Termination of Account Upon Default" during the Repayment Period or during a time when this account is already Terminated, we may, after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this account. If we declare the entire balance due and payable, we can bring suit for the amounts due, foreclose the Mortgage, or take other action as permitted or provided by law to collect the balance owing.
- (ii) If you are or become in the future an executive officer with respect to whom federal law requires that all credit granted by us be due and payable on demand, then, during such times as federal law so requires, all credit granted under this account shall be due and payable on demand.

(c) **SUSPENSION OF CREDIT PRIVILEGES OR REDUCTION OF MAXIMUM CREDIT.** If any of the conditions listed in this section occurs, we may, by mailing a notice of our action, temporarily suspend your ability to obtain loans from this account and/or reduce the Maximum Credit applicable to this account during any period in which:

- (i) The value of the Mortgaged Premises, as evidenced by an appraisal which we obtain, has declined significantly below the appraised value for the purposes of this account. We may from time to time obtain appraisals of the Mortgaged Premises at our expense. If we prohibit additional extensions of credit or reduce the amount of the Maximum Credit because of a significant decline in the value of the Mortgaged

Premises, and the value of the Mortgaged Premises subsequently increases, you may provide us with a written request to remove the restrictions, which request shall be accompanied by an appraisal of the Mortgaged Premises obtained by you at your expense. For the purpose of this section, an appraisal shall be defined as a certified appraisal by a licensed or certified real estate appraiser, as required by law or regulation, who regularly, in the course of business, makes appraisals of comparable residential real estate in the geographic area where the Mortgaged Premises are located.

- (ii) We reasonably believe that you will be unable to fulfill the repayment obligations under this Agreement because of a material change in your financial circumstances. From time to time we may require you to provide a personal financial statement, in a form substantially similar to the application for this account. You agree to provide such financial statement to us not more than one month from the date of the request. If we reasonably believe that you will be unable to fulfill the repayment obligation because of a material change in your financial condition, we may prohibit additional extensions of credit or reduce the Maximum Credit on this account. If you advise us that the material change no longer exists, you will provide us with a personal financial statement setting forth your then existing financial condition.
- (iii) You file or are placed in bankruptcy.
- (iv) You are in default of any Material Obligation set forth in paragraph 4 of the General Conditions of the Account.

If the circumstances upon which the prohibition of additional extensions of credit or the reduction of the Maximum Credit were based shall cease to exist, we shall again be obligated to permit extensions of credit on this account and to restore the Maximum Credit. The obligation shall commence 8 business days after we receive a written request from you accompanied by reasonable evidence that the condition which gave rise to the prohibition no longer exists.

(d) PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AND REDUCTION OF THE MAXIMUM CREDIT, ADDITIONAL CIRCUMSTANCES.

We may also temporarily prohibit additional extensions of credit or reduce your Maximum Credit if any of the conditions listed in this section shall occur. We will give you notice of our action. If the circumstances later change so that the condition no longer exists, we shall again be obligated to allow extensions of credit and to restore your credit limit. We will give you notice that the credit is again available.

(i) The highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* for the last business day of the preceding calendar month which is reported plus the Base Margin equal 20% or more.

(ii) The priority of our security interest is adversely affected by government action to the extent that the value of our security interest is less than 120% of your Maximum Credit.

(iii) We are notified by our regulatory agency that continued advances constitute an unsafe or unsound practice.

(iv) We are precluded by government action from imposing the Annual Percentage Rate provided in this Agreement.

12. PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AT YOUR REQUEST.

Any of you may direct us to prohibit further extensions of credit on this account. A notice by any one of you that you do not intend to be obligated for additional loans on this account shall be considered a request to prohibit further extensions of credit on this account by all of you. The prohibition shall become effective as soon as we can reasonably act to stop new loans from being made. All of you who are obligated on this account must request in writing reinstatement on this account for the request to be effective.

13. LIMITATION OF INDEBTEDNESS AT YOUR REQUEST.

(a) If the Mortgaged Premises is located in Pennsylvania, this subparagraph shall apply. If you deliver to us a written notice in the form prescribed by 42 Pa.C.S.A. §8143(c) and also deliver it to the Recorder of Deeds in the appropriate county for recording as provided in said section 8143(c), you will limit your indebtedness secured by the Mortgaged Premises to the extent provided by law. The delivery and recording of the notice will release us from our obligation to make any further loans from this account.

(b) If the Mortgaged Premises is located in a state other than Pennsylvania, this subparagraph shall apply. If you deliver to us a written notice requesting that your indebtedness secured by the Mortgaged Premises be limited to the amount stated in the notice, the indebtedness secured by the Mortgaged Premises will be limited in accordance with the notice, if the notice is in the form required by applicable law of the jurisdiction in which the Mortgaged Premises is located and if such notice is recorded as required by such law. The delivery to us of the notice will release us from our obligation to make any further loans from this account.

14. STOP PAYMENT. Procedures and laws applicable to stop payment of checks in connection with the transactions on regular checking accounts shall apply to checks under this Agreement. Stop payment orders are subject to the Stop Payment Fee disclosed in the "Other Charges" section of this Disclosure Statement. You may place a stop payment order at any branch office, or by calling us or writing us at the following address: Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

15. COMMUNICATIONS CONCERNING DISPUTED DEBTS. All communications by you to us concerning disputed debts, including an instrument tendered as full satisfaction of the account, should be sent to Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

16. COSTS AND ATTORNEY'S COMMISSIONS. If we file suit or take other action to collect this account or protect the collateral securing this account we shall charge such costs to you together with court costs and reasonable legal fees and expense of not less than 15%.

17. GOVERNING LAW AND CONSTRUCTION. This Agreement has been accepted by us in Pennsylvania and all loans shall be extended by us to you in Pennsylvania. Regardless of the state of your residence you agree that the terms and provisions of this Agreement shall be governed by and construed in accordance with Pennsylvania and, where applicable, federal law.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter give us the following information:

(a) You and any other owners of the Mortgaged Premises have executed a Mortgage with us as mortgagee, to secure the payment of all money due under this Agreement, including future advances. The rights and duties of you and any other owners and of us are set forth in this Agreement and in the Mortgage. We waive our security in the Mortgaged Premises as to any extension of credit to the extent that it would cause the outstanding balance to exceed the Maximum Credit.

(b) You also give us a security interest in:

- All of your money on deposit with us. This includes money now on deposit or which may be deposited in the future with us by you or with any co-depositor, including your spouse. If there is a default under this Agreement or the Mortgage we, after notice required by law, may set off amounts owed under this Agreement against such deposits.
- The proceeds and returned premiums of any credit life insurance which you may obtain or of property insurance covering the Mortgaged Premises and, if applicable, flood insurance.
- Collateral securing other obligations to us may also secure this account.

8. PROPERTY INSURANCE. Property insurance and, if applicable, flood insurance are required on the Mortgaged Premises. You may obtain these insurances from any person of your choice subject to our reasonable approval.

9. CREDIT INSURANCE. Credit life insurance, if available, is not required to obtain credit.

10. TAX DEDUCTIBILITY. You should consult a tax advisor regarding the deductibility of interest and charges for this account.

11. POSSIBLE ACTIONS WHICH MAY BE TAKEN BY LENDER. Under the circumstances described below, Lender can (1) terminate the account; (2) require you to pay the entire outstanding balance on the account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the credit limit; and/or (5) make specific changes that are set forth in the separate General Conditions of the Account.

(a) **TERMINATION OF ACCOUNT UPON DEFAULT.** You will be in default and this account will terminate, effective immediately, upon our mailing a Notice of Termination to you if:

- You commit fraud, or make a material misrepresentation in connection with this account.
- You fail to meet any of the repayment terms of this Agreement for a period of 30 days.
- Any of your actions or your failure to act adversely affects our security for this account, or any of our rights in such security; for example, and not by way of limitation; if you transfer title to the Mortgaged Premises, or the sole owner of the Mortgaged Premises who is obligated on this account dies.

(b) **ACCELERATION OF THE OUTSTANDING BALANCE.**

- Unless prohibited by law, if this account is Terminated by default, we may, at our option, after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this account. If this happens, you will be required to pay the outstanding balance on this account in one payment at that time. If you are in default under the previous section titled "Termination of Account Upon Default" during the Repayment Period or during a time when this account is already Terminated, we may, after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this account. If we declare the entire balance due and payable, we can bring suit for the amounts due, foreclose the Mortgage, or take other action as permitted or provided by law to collect the balance owing.
- If you are or become in the future an executive officer with respect to whom federal law requires that all credit granted by us be due and payable on demand, then, during such times as federal law so requires, all credit granted under this account shall be due and payable on demand.

(c) **SUSPENSION OF CREDIT PRIVILEGES OR REDUCTION OF MAXIMUM CREDIT.** If any of the conditions listed in this section occurs, we may, by mailing a notice of our action, temporarily suspend your ability to obtain loans from this account and/or reduce the Maximum Credit applicable to this account during any period in which:

- The value of the Mortgaged Premises, as evidenced by an appraisal which we obtain, has declined significantly below the appraised value for the purposes of this account. We may from time to time obtain appraisals of the Mortgaged Premises at our expense. If we prohibit additional extensions of credit or reduce the amount of the Maximum Credit because of a significant decline in the value of the Mortgaged

(iii) You are or are placed in bankruptcy.

(iv) You are in default of any Material Obligation set forth in paragraph 4 of the General Conditions of the Account.

If the circumstances upon which the prohibition of additional extensions of credit or the reduction of the Maximum Credit were based shall cease to exist, we shall again be obligated to permit extensions of credit on this account and to restore the Maximum Credit. The obligation shall commence 8 business days after we receive a written request from you accompanied by reasonable evidence that the condition which gave rise to the prohibition no longer exists.

(d) **PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AND REDUCTION OF THE MAXIMUM CREDIT, ADDITIONAL CIRCUMSTANCES.** We may also temporarily prohibit additional extensions of credit or reduce your Maximum Credit if any of the conditions listed in this section shall occur. We will give you notice of our action. If the circumstances later change so that the condition no longer exists, we shall again be obligated to allow extensions of credit and to restore your credit limit. We will give you notice that the credit is again available.

- The highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* for the last business day of the preceding calendar month which is reported plus the Base Margin equal 20% or more.
- The priority of our security interest is adversely affected by government action to the extent that the value of our security interest is less than 120% of your Maximum Credit.
- We are notified by our regulatory agency that continued advances constitute an unsafe or unsound practice.
- We are precluded by government action from imposing the Annual Percentage Rate provided in this Agreement.

12. PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AT YOUR REQUEST. Any of you may direct us to prohibit further extensions of credit on this account. A notice by any one of you that you do not intend to be obligated for additional loans on this account shall be considered a request to prohibit further extensions of credit on this account by all of you. The prohibition shall become effective as soon as we can reasonably act to stop new loans from being made. All of you who are obligated on this account must request in writing reinstatement on this account for the request to be effective.

13. LIMITATION OF INDEBTEDNESS AT YOUR REQUEST.

- If the Mortgaged Premises is located in Pennsylvania, this subparagraph shall apply. If you deliver to us a written notice in the form prescribed by 42 Pa.C.S.A. §8143(c) and also deliver it to the Recorder of Deeds in the appropriate county for recording as provided in said section 8143(c), you will limit your indebtedness secured by the Mortgaged Premises to the extent provided by law. The delivery and recording of the notice will release us from our obligation to make any further loans from this account.
- If the Mortgaged Premises is located in a state other than Pennsylvania, this subparagraph shall apply. If you deliver to us a written notice requesting that your indebtedness secured by the Mortgaged Premises be limited to the amount stated in the notice, the indebtedness secured by the Mortgaged Premises will be limited in accordance with the notice, if the notice is in the form required by applicable law of the jurisdiction in which the Mortgaged Premises is located and if such notice is recorded as required by such law. The delivery to us of the notice will release us from our obligation to make any further loans from this account.

14. STOP PAYMENT. Procedures and laws applicable to stop payment of checks in connection with the transactions on regular checking accounts shall apply to checks under this Agreement. Stop payment orders are subject to the Stop Payment Fee disclosed in the "Other Charges" section of this Disclosure Statement. You may place a stop payment order at any branch office, or by calling us or writing us at the following address: Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

15. COMMUNICATIONS CONCERNING DISPUTED DEBTS. All communications by you to us concerning disputed debts, including an instrument tendered as full satisfaction of the account, should be sent to Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

16. COSTS AND ATTORNEY'S COMMISSIONS. If we file suit or take other action to collect this account or protect the collateral securing this account we shall charge such costs to you together with court costs and reasonable legal fees and expense of not less than 15%.

17. GOVERNING LAW AND CONSTRUCTION. This Agreement has been accepted by us in Pennsylvania and all loans shall be extended by us to you in Pennsylvania. Regardless of the state of your residence you agree that the terms and provisions of this Agreement shall be governed by and construed in accordance with Pennsylvania and, where applicable, federal law.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then.

Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.



403187

OPEN-END MORTGAGE

(This Mortgage Secures Obligatory Future Advances)

OLNACS Number 5567438

VOL 1795 PAGE 145

THIS MORTGAGE is made on

Oct. 4, 1996 The Mortgagor is ROBERT L GREEN & JANET M GREEN

If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank, National Association

The word "Borrower" means ROBERT L GREEN, JANET M GREEN

If there is more than one, the word "Borrower" herein refers to each and all of them.

45-3-458006 735 170 m

Mortgagee has granted to Borrower a home equity variable rate line of credit, providing for a Maximum Credit Limit (that is, a maximum amount of indebtedness) of Twenty Five Thousand And 00/100 Dollars

(U.S. \$ 25,000.00), under the terms of Borrower's written agreement (referred to herein as the "Agreement"), dated Oct. 4, 1996 Mortgagee is obligated, under terms set forth in the Agreement, to make future advances during the Draw Period of the Account, which ends on the last day of the monthly billing cycle in which the day 10 years from the opening of the Account occurs. Mortgagee is not obligated to make advances

which would cause the principal balance outstanding to exceed the Maximum Credit Limit, and is not obligated to make advances after the Account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments, with interest. The terms of the Agreement allow for changes in the interest rate and the monthly payment.

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Agreement, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of said indebtedness, interest, charges, costs and expenses; and (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; (f) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

P O BOX 142. WOODLAND, PA 168810142 CLEARFIELD

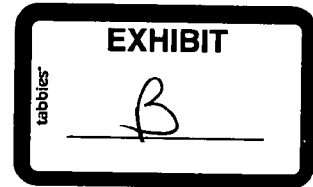
Recording Date of Original Deed Sep. 22, 1967

Deed Book Number 532

Page Number 587

Tax Parcel No. 106-M9-631-9

Bradford Twp.



The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums, and perform all covenants and agreements secured hereby, then this Mortgage and the estate conveyed by it shall terminate and become void.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Default. Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may at its option, after notice required by law, declare due and payable the entire unpaid balance on the sums which are secured by this Mortgage and owing under the Agreement. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing.

Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

Benefit and Burden. The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Witness Gregory R. Williams

Mortgagor Robert L. Green

Witness Gregory R. Williams

Mortgagor Janet M. Green

PA

000 00000131 (Rev. 8/95)

ACKNOWLEDGMENT

COUNTY OF CLEARFIELD

)
) SS:
)

On this 4th day of Oct., 1996, before me, Tammy C Wagner, the undersigned officer (who certifies that he/she is not an officer or director of PNC Bank), personally appeared Robert L Green and Janet M Green, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunder set my hand and official seal.

Notarial Seal
Tammy C. Wagner, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 27, 2000
Member, Pennsylvania Association of Notaries

Signature Tammy C. Wagner
Title Notary Public

AFFIDAVIT OF SUBSCRIBING WITNESS

[Do not use if Mortgagor(s) acknowledged the Mortgage. Affidavit must be taken in county where Property is located.]

Before me, a notary public (who certifies that he/she is not an officer or director of _____), personally appeared _____, the subscribing witness to the within Mortgage, who being duly sworn according to law, deposes and says that he/she was personally present at the execution of said Mortgage, saw the within named Mortgagor(s) _____ and _____ sign as his/her/their act and deed, and deliver said Mortgage for the purposes therein set forth; and that the name of this deponent affixed thereto as subscribing witness is of deponent's own proper handwriting.

Sworn to and subscribed before me this _____ day of _____, 19____.
Notary Public

CLEARFIELD COUNTY

ENTERED OF RECORD

TIME 2:44 PM

BY Don. American / PNC Bank

FEES 13.00

Karen L. Starck, Recorder

CERTIFICATE OF RESIDENCE

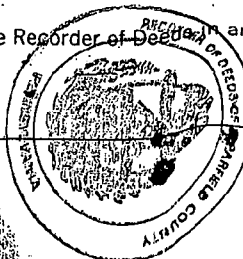
I, Tammy C Wagner, do hereby certify that Mortgagee's precise residence is
Consumer Lending 2730 Liberty Ave Pittsburgh, PA 15222

Tammy C. Wagner
Agent for Mortgagee

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF)

RECORDED on this _____ day of _____, 19____, in the Office of the Recorder of Deeds of _____ County, _____ is recorded in the Recorder's Office of _____ County, Pennsylvania.
WITNESS my hand and the seal of said office the day and year aforesaid.

Recorder



Recorded
Karen L. Starck
Recorder of Deeds
Number

Open-End Mortgage

(This Mortgage Secures
Future Obligatory Advances)

FROM
Robert L Green and
Janet M Green

TO
PNC Bank, National Association

Mail to:
PNC Bank
Western Loan Center
Collateral Control
2730 Liberty Avenue
Pittsburgh, PA 15222

Entered of Record 10-16 1996 2:44 PM Karen L. Starck, Recorder



Date of this Letter: July 15, 2008

Russell Green Admin of The Estate of Robert G
PO Box 142
Woodland, PA 16881

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

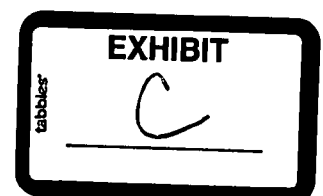
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869.

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGILE 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.

HOMEOWNER'S NAME(S):	<u>Russell Green Admin of The Estate of Robert Green / Russell Admin of The Estate of Robert Green Green</u>
PROPERTY ADDRESS:	<u>PO Box 142, Woodland, PA 16881</u>
LOAN ACCT. NO.:	<u>045-03-458006735170</u>
ORIGINAL LENDER:	<u>PNC</u>
CURRENT LENDER/SERVICER:	<u>PNC Bank, N.A.</u>

Member of The PNC Financial Services Group
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222





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 Program Application with one of the designated consumer 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:
PO Box 142, Woodland, PA 16881

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments in the amounts of \$193.27 for each of the months from December 2007 through June 2008.

Other charges (explain/itemize): Late Charges of: \$67.62

TOTAL AMOUNT PAST DUE: \$1,420.51

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,420.51, 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:

PNC BANK, NA, 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

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) DAYS 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.

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 six (6) 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: PNC Bank, N.A.

Address: 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

Phone Number: (412) 762- or 1-800-878-0027

Contact Person: Judy Fox

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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

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.

Very truly yours,

Darnella Ganaway
PNC Bank, National Association

cc: First Class, U.S. Mail, postage prepaid

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY. (see attached)

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



Date of this Letter: July 15, 2008

Russell Admin of The Estate of Robert Green G
218 W 6th Avenue
Clearfield, PA 16830

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGILE 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.

HOMEOWNER'S NAME(S):	<u>Russell Admin of The Estate of Robert Green Green</u>
PROPERTY ADDRESS:	<u>PO Box 142, Woodland, PA 16881</u>
LOAN ACCT. NO.:	<u>045-03-458006735170</u>
ORIGINAL LENDER:	<u>PNC</u>
CURRENT LENDER/SERVICER:	<u>PNC Bank, N.A.</u>

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 Program Application with one of the designated consumer 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:
PO Box 142, Woodland, PA 16881

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments in the amounts of \$193.27 for each of the months from December 2007 through June 2008.

Other charges (explain/itemize): Late Charges of: \$67.62

TOTAL AMOUNT PAST DUE: \$1,420.51

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,420.51, 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:

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 mortgage 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 actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney 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 fees.

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

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 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 six 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: PNC Bank, N.A.

Address: 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

Phone Number: (412) 762- or 1-800-878-0027

Contact Person: Judy Fox

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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

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.

Very truly yours,

Darnella Ganaway

PNC Bank, National Association

cc: First Class, U.S. Mail, postage prepaid

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY. (see attached)

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222

Name and Address of Sender

~~ENG Bank~~ 07/15/08
249 Fifth Avenue
Pittsburgh, PA 15222

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt

Article Number

Addressee (Name, Street, City, State, & ZIP Code)

1.

Postage .59 Fee 2.70 Handling Charge Actual Value Insured Value Due Sender If COD DC Fee SC Fee SH Fee RD Fee RR Fee

.59 2.70 2.20 253C

.59 270 2.20 253C

4. 70071490000007368927

5. 70071490000007368934

70071490000007368941

Russell, Admin of the estate of
Robert Green
218 W 6th Avenue
Clearfield, PA 16830
Robert G
PO Box 142
Woodland, pa 16881

.59 2.70 2.20 2530

.59 2.70 2.20 2530

.59 2.70 2.20 2530

Total Number of Pieces
Listed by Sender

Total Number of Pieces
Received at Post Office

Postmaster, Per (Name of receiving employee)

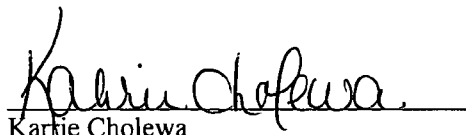
See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

VERIFICATION

I, Karrie Cholewa, Foreclosure Manager, and duly authorized representative of PNC Bank, National Association, depose and say subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief.

A handwritten signature in black ink, appearing to read "Karrie Cholewa", is written over a horizontal line.

Karrie Cholewa
Foreclosure Manager
PNC Bank, National Association

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1578-CD

PNC BANK, NATIONAL ASSOCIATION

vs

SERVICE # 1 OF 1

RUSSELL J. GREEN, ADMINSTRATOR OF THE ESTATE OF ROBERT L. GREEN
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/24/2008 HEARING: PAGE: 104571

DEFENDANT: RUSSELL J. GREEN, Administrator of the Estate of Robert L. Green

ADDRESS: 218 W. 6TH AVE.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED
013:18/24
SEP 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 9/4/08 AT 144 AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON RUSSELL J. GREEN, Administrator of the Estate of Robert L. Green,
DEFENDANT

BY HANDING TO Patricia Green 1 wife

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

ADDRESS SERVED 218 W. 6th ave Clearfield Pa

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR RUSSELL J. GREEN, Administrator of the Estate of Robert L. Green

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO RUSSELL J. GREEN, Administrator of the Estate of Robert L. Green

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

[Signature]
Deputy Signature
S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104571
NO: 08-1578-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: RUSSELL J. GREEN, ADMINSTRATOR OF THE ESTATE OF ROBERT L. GREEN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	315405	10.00
SHERIFF HAWKINS	ARENSBERG	315405	20.00

⁵
FILED
013:45LM
JAN 08 2008
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 08-1578-CD

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Defendant.

Code: 140

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa I.D. #83746
bsolomon@tuckerlaw.com
Michael C. Mazack, Esquire
PA I.D. #205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

BANK_FIN:344047-1 000011-136640

4
FILED
JAN 22 2009
Any pd. 20.00
JCC Notice to Def.
JCC Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 08-1578-CD

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

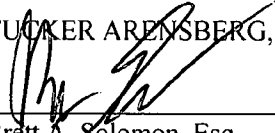
Kindly enter Judgment against the Defendant above named in default of an Answer, in the amount of \$11,757.26 plus continuing interest at the contract rate of \$1.7305 per diem together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$11,190.59
Interest from 5/30/08 to 1/20/09 @ \$1.7305 per diem.....	\$ 406.67
Late Charges from 6/08 to 1/09 at \$20.00 per month.....	<u>\$ 160.00</u>
*TOTAL	\$11,757.26

*** Interest, late charges, attorney's fees and charges and record costs of this proceeding will continue to accrue from the date of entry of judgment.**

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

TUCKER ARENSBERG, P.C.


Brett A. Solomon, Esq.

Attorney for plaintiff, PNC Bank, N.A.

Plaintiff: PNC Bank, . c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222

Defendant: Russell J. Green, Administrator of the Estate of Robert L. Green,

218 West 6th Avenue, Clearfield, PA 16830

BANK_FIN:344047-1 000011-136640

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 08-1578-CD

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

)

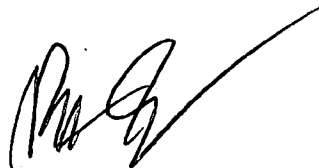
)

SS:

COUNTY OF ALLEGHENY

)

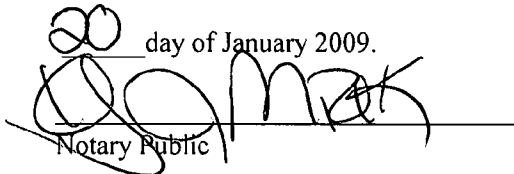
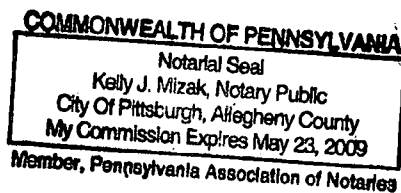
I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendant, Russell J. Green, Administrator of the Estate of Robert L. Green, is not a member of the military service of the United States of America to the best of my knowledge, information, and belief.



Brett A. Solomon, Esquire

Sworn to and subscribed before me this

20 day of January 2009.


Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, CIVIL DIVISION

Plaintiff, No. 08-1578-CD

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

TO: Russell J. Green, Administrator
of the Estate of Robert L. Green
218 West 6th Avenue
Clearfield, PA 16830

DATE OF NOTICE: January 9, 2009

IMPORTANT NOTICE

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

CLEARFIELD COUNTY
LAWYER REFERRAL SERVICE
P.O. BOX 186
100 SOUTH STREET
HARRISBURG, PA 17108
1-800-692-7375


TUCKER ARENSBERG, P.C.

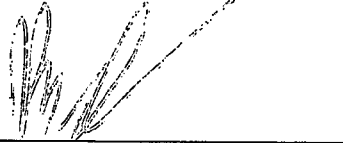
Brett A. Solomon, Esquire
Attorney for Plaintiff, PNC Bank, National Association

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Russell J. Green, Administrator of the Estate of Robert L. Green, by depositing thereof in the United States mail, first class postage prepaid, on the 9th day of January 2009, at the following address:

Russell J. Green, Administrator
of the Estate of Robert L. Green
218 West 6th Avenue
Clearfield, PA 16830

TUCKER ARENSBERG, P.C.

A handwritten signature in dark ink, appearing to read 'Brett A. Solomon', is written over a horizontal line.

Brett A. Solomon, Esquire
Attorney for Plaintiff, PNC Bank,
National Association

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 08-1578-CD

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

NOTICE OF JUDGMENT

TO: Russell J. Green, Administrator
of the Estate of Robert L. Green
218 West 6th Avenue
Clearfield, PA 16830

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on

January 22, 2009, in the amount of \$11,757.26 plus continuing interest at the contract rate
together with costs, late charges, and attorneys fees.



Prothonotary

~~FILED~~
~~JAN 22 2009~~
~~William A. Shaw~~
~~Prothonotary/Clerk of Courts~~

Copy

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

PNC Bank, National Association
Plaintiff(s)

No.: 2008-01578-CD

Real Debt: \$11,757.26

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Russell J. Green, Administrator of
the Robert L. Green Estate
Defendant(s)

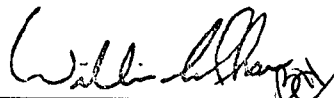
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 22, 2009

Expires: January 22, 2014

Certified from the record this 22nd day of January, 2009.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

CERTIFICATE OF ADDRESS:

P.O. Box 142 a/k/a 790 Main Street
Woodland, PA 16881
Tax Parcel I.D. No. 106-M09-631-00009

GW
FILED *Aug 10 2009*
10:00 AM
JUL 06 2009
William A. Shaw
Prothonotary/Clerk of Courts
ICC-06
writs w/
prop. desc.
to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,)	CIVIL DIVISION
)	
Plaintiff,)	No. 08-1578-CD
)	
vs.)	
)	
RUSSELL J. GREEN, ADMINISTRATOR)	
OF THE ESTATE OF ROBERT L. GREEN,)	
)	
Defendant.)	


PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

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

Judgment Amount.....	\$ 11,757.26
Interest from 1/21/09 through 8/31/09 at \$1.7305 per diem	385.90
Late Charges (\$20.00/mo. for 2/09 to 8/09).....	140.00
Foreclosure Fees	<u>\$800.31</u>
Costs (to be added by the Prothonotary).....	<u>\$ 13,083.47</u>
Total.....	\$ <u> </u>

TUCKER ARENSBERG, P.C. ^{135.00} Prothonotary costs


Brett A. Solomon, Esquire
Michael C. Mazack, Esquire
Attorneys for PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

DEPT

JUL 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

[illegible]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION


No. 08-1578-CD

COMMONWEALTH OF PENNSYLVANIA)

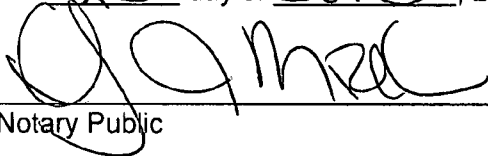
COUNTY OF ALLEGHENY)

) SS:

I, Brett A. Solomon, and Michael C. Mazack, being duly sworn according to law, hereby depose and say that the Defendant, Russell J. Green, Administrator of the Estate of Robert L. Green, is not a member of the military service of the United States of America to the best of my knowledge, information and belief.


Brett A. Solomon
Michael C. Mazack

Sworn to and subscribed before me
this 25 day of June, 2009.


Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kelly J. Mizak, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 23, 2013
Member, Pennsylvania Association of Notaries

BANK_FIN:355908-1 000011-136640

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL)	CIVIL DIVISION
ASSOCIATION,)	
)	No. 08-1578-CD
Plaintiff,)	
)	
vs.)	
)	
RUSSELL J. GREEN, ADMINISTRATOR)	
OF THE ESTATE OF ROBERT L. GREEN,)	
)	
Defendant.)	

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

PNC BANK, NATIONAL ASSOCIATION, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praecipe for Writ of Execution was filed the following information concerning the real property located in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania:

1. Name and address of the Owners or Reputed Owners:

RUSSELL J. GREEN,	218 West 6 th Avenue
ADMINISTRATOR	Clearfield, PA 16830
OF THE ESTATE OF	
ROBERT L. GREEN	

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

PNC BANK, NATIONAL	c/o	Brett A. Solomon, Esquire
ASSOCIATION		Michael C. Mazack, Esquire
		Tucker Arensberg, P.C.
		1500 One PPG Place
		Pittsburgh, Pennsylvania 15222

COMMONWEALTH OF PA	P.O. Box 8486
DEPT. OF PUBLIC WELFARE	Harrisburg, PA 17105

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

PNC BANK, NATIONAL ASSOCIATION	c/o	Brett A. Solomon, Esquire Michael C. Mazack, Esquire Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, Pennsylvania 15222
COUNTY NATIONAL BANK		P.O. Box 42 Clearfield, PA 16830
5. Name and address of every other person who has any record lien on their property:

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

CLEARFIELD COUNTY TREASURER	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
CLEARFIELD COUNTY TAX CLAIM	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
TOWNSHIP OF BRADFORD TAX COLLECTOR	c/o Christine W. Amon P.O. Box 7 Woodland, PA 16881
TOWNSHIP OF BRADFORD TAX COLLECTOR	2289 Barrett Road Suite A Woodland, PA 16881
CLEARFIELD AREA SCHOOL DISTRICT	438 River Road Clearfield, PA 16830
COMMONWEALTH OF PA DEPARTMENT OF REVENUE	P.O. Box 2675 Harrisburg, PA 17105
7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

CLEARFIELD COUNTY DOMESTIC RELATIONS OFFICE	230 E. Market Street, Suite 300 Clearfield, PA 16830
TENANT/OCCUPANT	790 Main Street a/k/a P.O. Box 142 Woodland, PA 16881


PA INHERITANCE TAX DIVISION
SPECIALTY TAX UNIT

Department 280601
Harrisburg, PA 17128

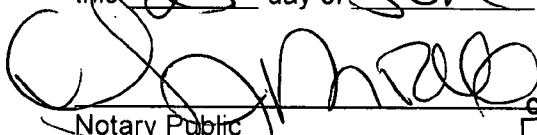
The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity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

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

Dated: 6/25/09

By: 
Brett A. Solomon, Esquire
Michael C. Mazack, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before me
this 25 day of June, 2009.



Notary Public
My Commission Expires:
BANK_FIN:355908-1 000011-136640

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kelly J. Mizak, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 23, 2013
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

AFFIDAVIT OF ACT 6

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire

Pa. I.D. No. 83746

Michael C. Mazack, Esquire

Pa. I.D. No. 205742

TUCKER ARENSBERG, P.C.

Firm #287

1500 One PPG Place

Pittsburgh, Pennsylvania 15222

(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

SS:

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

THAT Notice of PNC Bank National Association's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was given to the Defendant on or about March 3, 2008 and July 15, 2008.

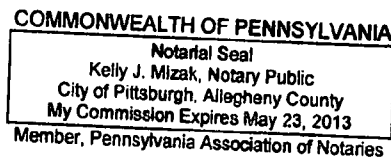


Brett A. Solomon, Esquire
Michael C. Mazack, Esquire

Sworn to and subscribed before me
this 25 day of June, 2009.


Notary Public

My Commission Expires:



BANK_FIN:355908-1 000011-136640

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

AFFIDAVIT OF ACT 91

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD


COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, and Michael C. Mazack, Esquire, who being duly sworn, deposes and says:

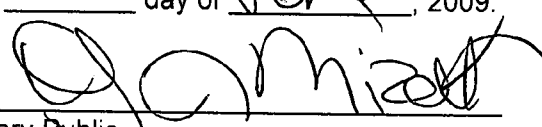
THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was given to Defendant on or about March 3, 2008 and July 15, 2008.


Brett A. Solomon, Esquire

Michael C. Mazack, Esquire

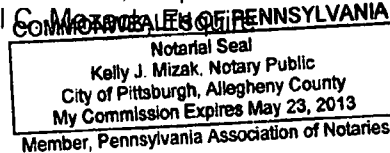
Sworn to and subscribed before me

this 25 day of June, 2009.


Notary Public

My Commission Expires:

BANK_FIN:355908-1 000011-136640



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

COPY

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

PNC Bank, National Association

Vs.

NO.: 2008-01578-CD

Russell J. Green, Administrator of
the Estate of Robert L. Green

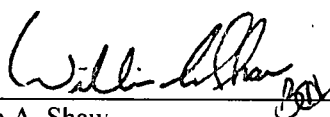
TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) See Attached Description

AMOUNT DUE/PRINCIPAL:.....**\$11,757.26**
INTEREST FROM 1/21/09 through
8/31/09 at \$1.7305 per diem:.....**\$385.90**
FORECLOSURE FEES:.....**\$800.31**
ATTY'S COMM: \$
DATE: 7/6/2009

PROTH. COSTS PAID:.....**\$135.00**
SHERIFF: \$
LATE CHARGES (\$20.00/mo. for
2/09 to 8/09):.....**\$140.00**
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Brett A. Solomon, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

All that certain lot of ground situated in the Village of Woodland, Township of Bradford, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on line of Snowshoe and Packersville Turnpike, corner of J.A. Gilman lot; thence along the southern boundary line of said Turnpike in an easterly direction 51 feet to corner of James Leighton lot; thence in a southerly direction along line of said James Leighton lot 158 feet to post on line of Beech Creek railroad; thence in a westerly direction along line of said railroad 51 feet to post a southeastern corner of said J.A. Gilman lot; thence in a northerly direction along line of said Gilman lot 158 feet to post or point of beginning.

HAVING ERECTED THEREON a dwelling known as P.O. Box 142 a/k/a 790 Main Street, Woodland, Pennsylvania 16881.

BEING the same premises which vested in Robert L. Green and Janet M Green, his wife, by deed of Donald V. Lansberry, as executor under the will of Wesley B. Lansberry, deceased, and in his own right, and Cecelia Zoe Lansberry, his wife, Elizabeth L. Graffius and Kermit Graffius, her husband, and Kenneth Lansberry and Lenora Lansberry, his wife, dated September 1, 1967 and recorded in the office of the recorder of deeds of Clearfield County, September 22, 1967 in Deed Book Volume 532, Page 587.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M09-631-00009.

SEIZED and taken in execution to be sold as the property of Russell J. Green, Administrator of the Estate of Robert L. Green at the suit of PNC BANK, NATIONAL ASSOCIATION. JUDGMENT NO. 08-1578-CD.



Brett A. Solomon, Esquire
Michael C. Mazack, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF RUSSELL J. GREEN,
ADMINISTRATOR OF THE ESTATE OF ROBERT L. GREEN, IN AND TO THE
FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE
TOWNSHIP OF BRADFORD, BEING MORE FULLY DESCRIBED AT DEED
BOOK VOLUME 532, PAGE 587.

HAVING ERECTED THEREON A DWELLING KNOWN AS P.O. Box 142 a/k/a
790 MAIN STREET, WOODLAND, PA 16881.

TAX PARCEL I.D. NO. 106-M09-631-00009.

5
FILED
AUG 24 2009
m/10:20/c
William A. Shaw
Prothonotary/Clerk of Courts
W. A. C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

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

Filed on behalf of PNC BANK
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

Sale Date.: October 2, 2009

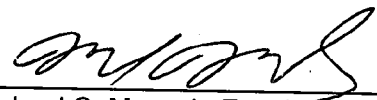
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION)	CIVIL DIVISION
)	
Plaintiff,)	No. 08-1578-CD
)	
vs.)	
)	
RUSSELL J. GREEN, ADMINISTRATOR)	
OF THE ESTATE OF ROBERT L. GREEN,)	
)	
Defendant.)	

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

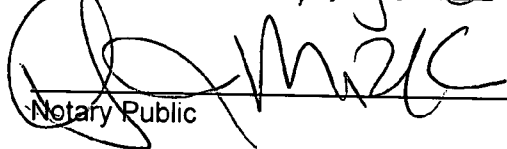
The undersigned does hereby certify that service of the Notice of Sale was completed on Defendant, Russell J. Green, Administrator of the Estate of Robert L. Green, by certified mail at his last known address of 218 West 6th Avenue, Clearfield, PA 16830 on July 20, 2009. A copy of the certified mail receipt is attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by First Class Mail to all Lien Creditors and Parties of Interest on July 20, 2009 as evidenced by the certificates of mailing (P.S. Form 3817) attached hereto as Exhibit "B".


Michael C. Mazack, Esquire

Sworn to and subscribed before me

this 21st day of August, 2009.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Kelly J. Mizak, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 23, 2013
Member, Pennsylvania Association of Notaries

My Commission Expires:

BANK_FIN:358793-1 000011-136640

16F 11-136640

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:

Russell J. Green, Administrator
of the Estate of Russell L. Green
218 West 6th Avenue
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *Russell J. Green* ☒ Agent ☐ Addressee
- B. Received by (Printed Name) *Russell J. Green* C. Date of Delivery *02/11/2004*
- 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 ☐ No

2. Article Number (Transfer from service label) 7009 0960 0000 1248 7731

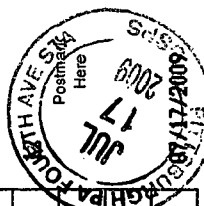
PS Form 3811, February 2004

Domestic Return Receipt

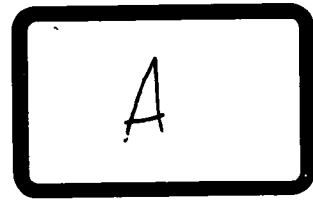
102595-02-M-154



Postage	\$	10.44
Certified Fee	\$	2.80
Return Receipt Fee (Endorsement Required)	\$	2.30
Restricted Delivery Fee (Endorsement Required)	\$	10.00
Total Postage & Fees	\$	25.54

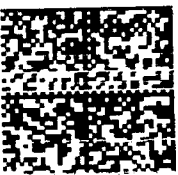
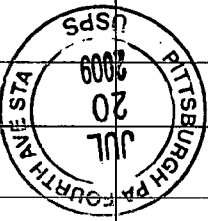


Sent To Russell J. Green
Street, Apt. No., or PO Box No. 218 West 6th Ave.
City, State, ZIP+4 Clearfield PA 16830



B

Name and Address of Sender	Tucker Arensberg, P.C. Attn: Matt Friedberg 1500 One PPG Place Pittsburgh, PA 15222	Indicate Type of Mail: Registered Insured COD Certified	Return Receipt for merchandise Int'l Recorded Express Mail	Check Appropriate block for Registered Mail: With Postal Insurance Without Postal Insurance	Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt							
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender If COD	RR Fee	SD Fee	SH Fee	Rest. Del. Fee
1		Clearfield County Treasurer Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	.44	.42								
2		Clearfield County Tax Claim Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	.44	.42								
3		Township of Bradford, Tax Collector c/o Christine W. Amon P.O. Box 7 Woodland, PA 16881	.44	.42								
4		Clearfield Area School District 438 River Road Clearfield, PA 16830	.44	.42								
5		Commonwealth of Pennsylvania Department of Revenue P.O. Box 2675 Harrisburg, PA 17105	.44	.42								
6		Clearfield County Domestic Relations Office 230 E. Market Street, Suite 300 Clearfield, PA 16830	.44	.42								
7		Commonwealth of PA Dept. of Public Welfare P.O. Box 8486 Harrisburg, PA 17105	.44	.42								
8		County National Bank P.O. Box 42 Clearfield, PA 16830	.44	.42								
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving Employee)										



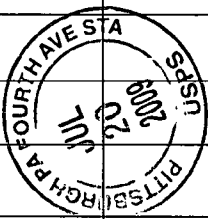
Hasler

US POSTAGE
Mailed From 15222
9/7/20/2009
\$03.360

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See *Domestic Mail Manual* R900, S913 and S921 for limitations of coverage on Insured and COD mail. See *International Mail Manual* for limitations of

			coverage on international mail. Special handling charges apply only to third and fourth class parcels.
--	--	--	--

Name and Address of Sender		Indicate Type of Mail:		Check Appropriate block for Registered Mail:				Affix stamp here if issued as certificate of mailing or for additional copies of this bill.				
Name and Address of Sender		Registered Insured COD Certified		With Postal Insurance Without Postal Insurance				Postmark and Date of Receipt				
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender If COD	RR Fee	SD Fee	SH Fee	Rest. Del. Fee
1		Township of Bradford Tax Collector 2289 Barrett Road, Suite A Woodland, PA 16881	.44	.42								
2		Tenant/Occupant 790 Main Street a/k/a P.O. Box 142 Woodland, PA 16881	.44	.42								
3		PA Inheritance Tax Division Specialty Tax Unit Department 280601 Harrisburg, PA 17128	.44	.42								
4			.44	.42								
5			.44	.42								
6			.44	.42								
7			.44	.42								
8			.44	.42								
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving Employee)		<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See <i>Domestic Mail Manual</i> R900, S913 and S921 for limitations of coverage on insured and COD mail. See <i>International Mail Manual</i> for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.</p>							



Hasler

US POSTAGE
Mailed From 15222
\$01.260
07/20/2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20997
NO: 08-1578-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: RUSSELL J. GREEN, ADMINISTRATOR OF THE ESTATE OF ROBERT L. GREEN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/6/2009

LEVY TAKEN 7/22/2009 @ 11:13 AM

POSTED 7/22/2009 @ 11:13 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/14/2010

DATE DEED FILED NOT SOLD

FILED
012:43/201
APR 14 2010
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

7/22/2009 @ 11:34 AM SERVED RUSSELL J. GREEN ADMINISTRATOR FOR ROBERT L. GREEN

SERVED RUSSELL J. GREEN, ADMINISTRATOR OF THE ESTATE OF ROBERT L. GREEN, DEFENDANT, AT HIS RESIDENCE 218 WEST 6TH AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PATRICIA GREEN, WIFE OF THE DEFENDANT

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

@ SERVED

NOW, SEPTEMBER 30, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR OCTOBER 2, 2009 TO DECEMBER 4, 2009.

. @ SERVED

NOW, DECEMBER 1, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR DECEMBER 4, 2009 TO FEBRUARY 5, 2010.

@ SERVED

NOW, DECEMBER 1, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR FEBRUARY 5, 2010.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20997
NO: 08-1578-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

VS.:

DEFENDANT: RUSSELL J. GREEN, ADMINISTRATOR OF THE ESTATE OF ROBERT L. GREEN


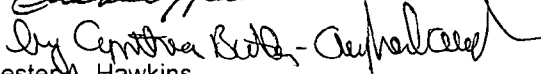
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$204.54

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

PNC Bank, National Association

Vs.

NO.: 2008-01578-CD

Russell J. Green, Administrator of
the Estate of Robert L. Green

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

- (1) See Attached Description

AMOUNT DUE/PRINCIPAL:.....\$11,757.26
INTEREST FROM 1/21/09 through
8/31/09 at \$1.7305 per diem:.....\$385.90
FORECLOSURE FEES:.....\$800.31
ATTY'S COMM: \$
DATE: 7/6/2009

PROTH. COSTS PAID:.....\$135.00
SHERIFF: \$
LATE CHARGES (\$20.00/mo. for
2/09 to 8/09):.....\$140.00
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 6th day
of July A.D. 2009
At 10:00 A.M./P.M.

Requesting Party: Brett A. Solomon, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

Charles A. Hawkins
Sheriff Sgt Cynthia Butler

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

RUSSELL J. GREEN, ADMINISTRATOR
OF THE ESTATE OF ROBERT L. GREEN,

Defendant.

CIVIL DIVISION

No. 08-1578-CD

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

All that certain lot of ground situated in the Village of Woodland, Township of Bradford, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on line of Snowshoe and Packersville Turnpike, corner of J.A. Gilman lot; thence along the southern boundary line of said Turnpike in an easterly direction 51 feet to corner of James Leighton lot; thence in a southerly direction along line of said James Leighton lot 158 feet to post on line of Beech Creek railroad; thence in a westerly direction along line of said railroad 51 feet to post a southeastern corner of said J.A. Gilman lot; thence in a northerly direction along line of said Gilman lot 158 feet to post or point of beginning.

HAVING ERECTED THEREON a dwelling known as P.O. Box 142 a/k/a 790 Main Street, Woodland, Pennsylvania 16881.

BEING the same premises which vested in Robert L. Green and Janet M Green, his wife, by deed of Donald V. Lansberry, as executor under the will of Wesley B. Lansberry, deceased, and in his own right, and Cecelia Zoe Lansberry, his wife, Elizabeth L. Graffius and Kermit Graffius, her husband, and Kenneth Lansberry and Lenora Lansberry, his wife, dated September 1, 1967 and recorded in the office of the recorder of deeds of Clearfield County, September 22, 1967 in Deed Book Volume 532, Page 587.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M09-631-00009.

SEIZED and taken in execution to be sold as the property of Russell J. Green, Administrator of the Estate of Robert L. Green at the suit of PNC BANK, NATIONAL ASSOCIATION. JUDGMENT NO. 08-1578-CD.



Brett A. Solomon, Esquire
Michael C. Mazack, Esquire

No. 08-1578-CD

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

08-1578-CD NAME RUSSELL J. GREEN ADMINISTRATOR FOR ROBERT L. GREEN

NO.

NOW, April 14, 2010, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on February 05, 2010, I exposed the within described real estate of Russell J. Green, Administrator Of The Estate Of Robert L. Green to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	5.50
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	7.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$204.54

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	11,757.26
INTEREST @ 1.7300	271.61
FROM 09/01/2009 TO 02/05/2010	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	385.90
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$12,434.77
--------------------------------	--------------------

COSTS:

ADVERTISING	268.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	300.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	204.54
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	120.00
MUNICIPAL LIEN	

TOTAL COSTS	\$1,243.54
--------------------	-------------------

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

CHESTER A. HAWKINS, Sheriff

TUCKER ARENSBERG
Attorneys

Matt Friedberg (412) 594-5578
mfriedberg@tuckerlaw.com

September 30, 2009

(814) 765-5915

Clearfield County Sheriff's Office
Attn: Real Estate Department
1 North Second Street
Clearfield, PA 16830

Re: PNC Bank, National Association v. Russell J. Green, Administratrix of the Estate of
Robert L. Green
Case No. 08-1578-CD

Dear Sir or Madam:

This office represents PNC Bank, National Association in the above-referenced matter. This letter is to memorialize our request to postpone the Sheriff Sale that is currently scheduled for October 2, 2009 to the December 4, 2009 sale date.

Please announce this postponement at the time of the October 2, 2009 sale.

Should you have any questions, please feel free to contact me.

Very truly yours,

Tucker Arensberg, P.C.


Matt Friedberg

TUCKER ARENSBERG
Attorneys

Matt Friedberg (412) 594-5578
mfriedberg@tuckerlaw.com

December 1, 2009

(814) 765-5915

Clearfield County Sheriff's Office
Attn: Real Estate Department
1 North Second Street
Clearfield, PA 16830

Re: PNC Bank, National Association v. Russell J. Green; Administratrix of the Estate of
Robert L. Green
Case No. 08-1578-CD

Dear Sir or Madam:

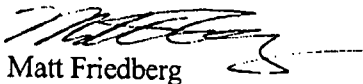
This office represents PNC Bank, National Association in the above-referenced matter. This letter is to memorialize our request to postpone the Sheriff Sale that is currently scheduled for December 4, 2009 to the February 5, 2010 sale date.

Please announce this postponement at the time of the December 4, 2009 sale.

Should you have any questions, please feel free to contact me.

Very truly yours,

Tucker Arensberg, P.C.


Matt Friedberg

BANK_FIN:363278-1 000011-136640

TUCKER ARENSBERG
Attorneys

Michael Mazack (412) 594-5506
mmazack@tuckerlaw.com

December 1, 2009

(814) 765-5915

Clearfield County Sheriff's Office
Attn: Real Estate Department
1 North Second Street
Clearfield, PA 16830

Re: PNC Bank, National Association v. Russell J. Green, Et al.
Case No. 08-1578-CD

Dear Sir or Madam:

This office represents PNC Bank, National Association in the above-referenced matter. This letter is to memorialize our request to Stay the Sheriff Sale that is currently scheduled for the February 5, 2010 sale date.

Our client has not realized any money in relation to this Writ of Execution

Should you have any questions, please feel free to contact me.

Very truly yours,

Tucker Arensberg, P.C.


Michael Mazack

BANK_FIN:372439-1 000011-136640