

08-1963-CD
First Comm Bank vs Nancy Murray

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

FIRST COMMONWEALTH
BANK, formerly DEPOSIT BANK,
PLAINTIFF

VS.

NANCY L. MURRAY
DEFENDANT

: NO. 08 - 1963 C.D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: COMPLAINT
: IN FORECLOSURE
:
: FILED ON BEHALF OF: PLAINTIFF
:
:
: COUNSEL OF RECORD:
:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

Dated: October 14, 2008

S
FILED *Affid. 95.00*
11:30 AM
OCT 14 2008 ICC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH	:	
BANK, formerly DEPOSIT BANK,	:	
PLAINTIFF	:	
VS.	:	NO. 08 - C.D.
NANCY L. MURRAY	:	
DEFENDANT	:	

NOTICE

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

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

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

**COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
Telephone: 814-765-2641 Ext 5982**

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

FIRST COMMONWEALTH :
BANK, formerly DEPOSIT BANK, :
PLAINTIFF :
VS. : NO. 08 - C.D.
NANCY L. MURRAY :
DEFENDANT :
:

COMPLAINT

COMES NOW, the Plaintiff, **FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK**, by and through its attorney, **MICHAEL P. YEAGER, ESQUIRE**, and files the following Complaint in Mortgage Foreclosure alleging as follows:

1. Plaintiff **FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **NANCY L. MURRAY** is an adult individual with a last known address of 122 Main Street, Troutville, PA 15866.
3. Defendant is the mortgagor and real owner of the premises hereinafter described.
4. On January 31, 1996, Defendant executed and delivered to Plaintiff a Mortgage and Note upon the premises hereinafter described, which Mortgage was recorded on January 31, 1996 in Clearfield County Deed and Records Book

Volume 1734, page 11. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

6. Said mortgage has not been assigned.

7. The said Mortgage and Note were in the principal amount of Twenty-Seven Thousand (\$27,000.00), with 240 consecutive monthly payments of Two Hundred Forty-Two Dollars and 06/100 (\$242.06), with interest calculated on the unpaid principal balances at an interest rate of 8.950% per annum. Said Mortgage and Note are incorporated herein by reference.

8. The premises subject to the Mortgage is the property located at 122 Main Street, Troutville, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

9. The Mortgage is in default because payments of principal and interest due April 1, 2008, and monthly thereafter, are due and have not been paid in full, whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

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

Balance of Principal:	\$16,433.12
Accrued but unpaid interest through 8/29/08 at 8.950% per annum (\$4.03 per diem):	\$ 729.34
Late charges on overdue amount as of 8/29/08:	<u>\$ 72.60</u>
TOTAL:	\$17,235.06

PLUS, the following amounts accruing after August 29, 2008:

Interest at the rate of 8.950% per annum (\$4.03 per diem);

Late Charges from August 29, 2008 forward;

Any escrow deficits;

Reasonable attorney's fees and costs.

11. The 30-day Notice required by Act No. 6, 41 P.S. Section 403

containing the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 was mailed to the Defendant on June 18, 2008, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notice and the return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

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

WHEREFORE, Plaintiff demands judgment against the Defendant for foreclosure and sale of the mortgaged premises in the amounts due as set forth in Paragraph 10, namely, the principal balance amount of \$16,433.12, plus the following amounts accruing after February 26, 2008, to the date of judgment:

- a) Interest of \$4.03 per day;
- b) Late charges;
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorneys fees and costs of suit.

Respectfully submitted,



Michael P. Yeager, Esquire
Attorney for the Plaintiff
P.O. Box 752
Clearfield, PA 16830
814-765-9611

Deposit Bank
Shaffer Road
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
Shaffer Road
DuBois, PA 15801

CLEARFIELD COUNTY
ENTERED OF RECORD

SEND TAX NOTICES TO: TIME 1-31-96
BY 1st of the month
FEES 15.50
Karen L. Starck, Recorder

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



Karen J. Starck
Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 1/31/96. The mortgagor is NANCY L MURRAY ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is Shaffer Road, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Twenty Seven Thousand & 00/100 Dollars (U.S. \$27,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of MAIN STREET, TROUTVILLE, Pennsylvania 15866 ("Property Address");

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

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

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

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

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

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

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

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

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

EXHIBIT

A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Loan No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

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

Witnesses:

Kristin D. Duttry

Nancy L. Murray

(Seal)

NANCY L MURRAY-Borrower

INDIVIDUAL ACKNOWLEDGMENT

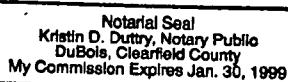
STATE OF PENNSYLVANIA

) 88

COUNTY OF CLEARFIELD

On this, the 31st day of January, 1996, before me Kristin D. Duttry, the undersigned Notary Public, personally appeared NANCY L MURRAY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

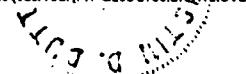
In witness whereof, I hereunto set my hand and official seal.



Kristin D. Duttry
Notary Public in and for the State of Pennsylvania

Fixed Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1996 CFI ProServices, Inc. All rights reserved. [PA-G203 2160.LNR12.OVL]



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

BEGINNING at a post at the corner of a twelve (12) foot alley and the Luthersburg and Punxsutawney Turnpike (now Main Street); thence along said Main Street, North 42 degrees East 50 feet to a post at street leading to Reformed Church; thence along said street 218 feet to post at twenty (20) foot alley; thence along said alley 50 feet, more or less, to a twelve (12) foot alley; thence along said alley 218 feet, more or less, to post on Main Street and place of beginning.

BEING the same premises which were conveyed to the Mortgagor herein by Deed of Carol Wachob dated January 23, 1996, not yet recorded but intended to be recorded prior to the recording of this Mortgage.

EXCEPTING AND RESERVING therefrom portion conveyed to Wallace Bonsall, et ux. by deed of Mary Bonsall, et al., dated August 10, 1981, and recorded in Deeds and Records Book No. 817, page 392, bounded and described as follows, to wit:

BEGINNING at a post on a 20 foot alley; thence along said alley in a general Southwesterly direction, a distance of 50 feet, more or less, to a 12 foot alley (this boundary line being the third boundary line of property conveyed to Mary Bonsall, et al. by Gladys P. Schoch via deed dated June 11, 1980 and recorded in the Office of Recorder of Deeds of Clearfield County in Deed Book Vol. 798, page 278); thence along said 12 foot alley in a general Northwesterly direction, a distance of 38 feet, more or less, to another point on said alley (this boundary line being the southern portion of the fourth boundary line of the property conveyed to Mary Bonsall, et al. via deed recorded in Deed Book Vol. 798, page 278); thence in a general Northeasterly direction, parallel to Main Street, a distance of 50 feet, more or less, to a point on the street leading to the Reformed Church; thence along said street, a distance of 38 feet, more or less, to a post, on a 20 foot alley and the place of beginning (this boundary line being the Southern portion of the second boundary line of the property conveyed to Mary Bonsall, et al.).

Entered at Record Jan 31 1996, 2:46 pm Karen L. Sack, Recorder

NOTE

1/31/96

DuBois, Pennsylvania

MAIN STREET, TROUTVILLE, Pennsylvania, 15886
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$27,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.850%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on March 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on February 1, 2016, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$242.06.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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



Loan No

NOTE
(Continued)

10. UNIFORM SECURED NOTE

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

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

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

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



(Seal)

NANCY L MURRAY-Borrower
Social Security Number - 184-46-6088

(Seal)
Social Security Number - _____
-Borrower

(Seal)
Social Security Number - _____
-Borrower

[Sign Original Only]

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

BEGINNING at a post at the corner of a twelve (12) foot alley and the Luthersburg and Punxsutawney Turnpike (now Main Street); thence along said Main Street, North 42 degrees East 50 feet to a post at street leading to Reformed Church; thence along said street 218 feet to post at twenty (20) foot alley; thence along said alley 50 feet, more or less, to a twelve (12) foot alley; thence along said alley 218 feet, more or less, to post on Main Street and place of beginning.

BEING the same premises which were conveyed to the Mortgagor herein by Deed of Carol Wachob dated January 23, 1996, not yet recorded but intended to be recorded prior to the recording of this Mortgage.

EXCEPTING AND RESERVING therefrom portion conveyed to Wallace Bonsall, et ux. by deed of Mary Bonsall, et al., dated August 10, 1981, and recorded in Deeds and Records Book No. 817, page 392, bounded and described as follows, to wit:

BEGINNING at a post on a 20 foot alley; thence along said alley in a general Southwesterly direction, a distance of 50 feet, more or less, to a 12 foot alley (this boundary line being the third boundary line of property conveyed to Mary Bonsall, et al. by Gladys P. Schoch via deed dated June 11, 1980 and recorded in the Office of Recorder of Deeds of Clearfield County in Deed Book Vol. 798, page 278); thence along said 12 foot alley in a general Northwesterly direction, a distance of 38 feet, more or less, to another point on said alley (this boundary line being the southern portion of the fourth boundary line of the property conveyed to Mary Bonsall, et al. via deed recorded in Deed Book Vol. 798, page 278); thence in a general Northeasterly direction, parallel to Main Street, a distance of 50 feet, more or less, to a point on the street leading to the Reformed Church; thence along said street, a distance of 38 feet, more or less, to a post, on a 20 foot alley and the place of beginning (this boundary line being the Southern portion of the second boundary line of the property conveyed to Mary Bonsall, et al).



Date: June 18, 2008

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Nancy L. Murray

PROPERTY ADDRESS: Main St., Troutville, PA 15866

LOAN ACCT. NO.: 0421200586

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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



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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: Main St, Troutville, PA 15866

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: April 1, 2008 thru June 1, 2008 totaling \$1,113.69

Other charges (explain/itemize): Late fees of \$43.56

TOTAL AMOUNT PAST DUE: \$1,157.25

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,157.25, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: First Commonwealth Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Faith Stitt

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

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

Clearfield County

Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (724) 465-5118
CCCS of Western Pennsylvania, Inc. 917a Logan Blvd., Altoona, PA 16602 (888) 511-2227	CCCS of Northeastern PA 1631 S. Atherton St., Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 238-3669
CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 (814) 539-6335	

U.S. POSTAL SERVICETM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

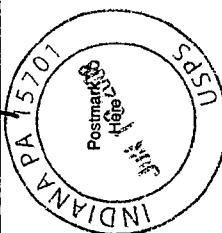
For delivery information visit our website at www.usps.com

MURRAY Nancy L.

Postage	\$.59
Certified Fee	<u>2.70</u>
Return Receipt Fee (Endorsement Required)	<u>2.20</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49

Sent to **Nancy L. Murray**
Street: Apt. No.: 122 Main St.
City: State: Zip: PA 15801

PS Form 3800, August 2006
See Reverse for Instructions



1999 8921 E0000 0570 9002



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:

Nancy L. Murray
122 Main St.
Troyville PA 15801

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- X **Nancy L. Murray** Date of Delivery **6-19-06**
- B. Received By (Printed Name) C. Date of Delivery **NANCY L. MURRAY** Yes
- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

2. Service Type

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

3. Restricted Delivery? (Extra Fee)

- Yes

2. Article Number 7008 0150 0003 1268 6881
Transfer from service label
PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

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

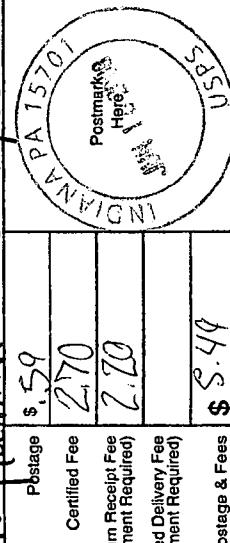
For delivery information visit our website at www.usps.com.

MURRAY, NANCY L

Postage	\$.59
Certified Fee	2.70
Retum Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49

Send To **Nancy L. Murray**
 Street, Apt. No. **Molin St.**
 or PO Box No. **15826**
 City, State, Zip **Troyville, PA 15826**

PS Form 3800, August 2006
 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Nancy L. Murray
Molin St.
Troyville, PA 15826

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> <i>Nancy L. Murray</i>	<input type="checkbox"/> Agent
B. Received by (Printed Name)	<i>Nancy L. Murray</i>	<input type="checkbox"/> Addressee
C. Date of Delivery	<i>8/15/06</i>	
D. Is delivery address different from item 1?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If YES, enter delivery address below:		

3. Service Type

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

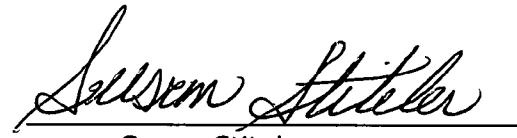
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number: **7008 0150 0003 1268 4481**
 (Transfer from service label)

VERIFICATION

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

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



Susan Stiteler
Susan Stiteler

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1963-CD

FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK
vs
NANCY L. MURRAY

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE

553-
371-4068

SERVE BY: 11/12/2008 HEARING: 104789

DEFENDANT: NANCY L. MURRAY
ADDRESS: 122 MAIN STREET
TROUTVILLE, PA 15866

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED Prothonotary/Clerk of Courts

ATTEMPTS

5 **FILED**

01234781
DEC 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 11/4/08 AT 1:54 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON NANCY L. MURRAY, DEFENDANT

BY HANDING TO Nancy Murray, Defendant

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

ADDRESS SERVED Savoy Plaza Shaffer Road Dubois, Pa. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR NANCY L. MURRAY

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO NANCY L. MURRAY

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Neely

Deputy Signature

Jerome M. Neely

Print Deputy Name

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

FIRST COMMONWEALTH
BANK, formerly DEPOSIT BANK,
PLAINTIFF

VS.

NANCY L. MURRAY,
DEFENDANT

: NO. 08 - 1963 - C.D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: PRAECIPE
: FOR DEFAULT JUDGMENT
:
: FILED ON BEHALF OF: PLAINTIFF
:
:
: COUNSEL OF RECORD:
:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

Dated: December 8, 2008

60
FILED Atty pd.
01/01/08 20.00
DEC 17 2008
S Notice to Def.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to
Atty

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

FIRST COMMONWEALTH
BANK, formerly DEPOSIT BANK,
PLAINTIFF

VS.

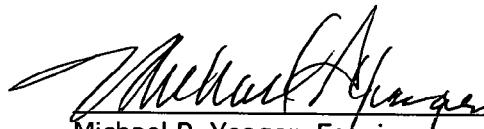
NANCY L. MURRAY
DEFENDANT

NO. 08 - 1963 - C.D.

PRAECIPE FOR DEFAULT JUDGMENT

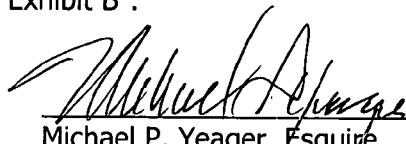
TO THE PROTHONOTARY:

Please enter default judgment in the amount of Seventeen Thousand Two Hundred Thirty-Five and 06/100 (\$17,235.06) Dollars together with interest, costs and Attorneys commission on the above captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day time limit.



Michael P. Yeager
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for default judgment was mailed to the Defendant above named after default on November 24, 2008, at least ten (10) days prior to the filing of the within Praecipe. A copy of the aforesaid Notice is attached hereto, made a part hereof and incorporated herein by reference as "Exhibit A". A Certificate of Mailing indicating the date of said mailing is attached hereto, made a part hereof and incorporated herein by reference as "Exhibit B".



Michael P. Yeager, Esquire
Attorney for Plaintiff

OPY

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

FIRST COMMONWEALTH
BANK, formerly DEPOSIT BANK,
PLAINTIFF

VS.

NO. 08 - 1963 - C.D.

NANCY L. MURRAY
DEFENDANT

To: Nancy L. Murray
122 Main Street
Troutville, PA 15866

Date of Notice: November 24, 2008

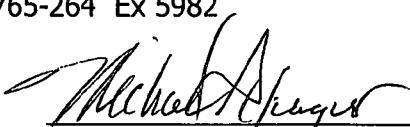
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

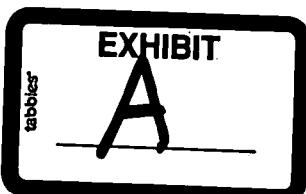
YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

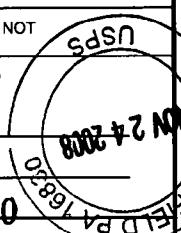
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830
Telephone: 814-765-264 Ex 5982



Michael P. Yeager, Esquire
Attorney for Plaintiff
P.O. Box 752
Clearfield, PA 16830



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		Affix fee here in stamps or meter postage and postage due label fe	
<p>Michael P Yeager PO Box 752 Clearfield PA 16830</p>			
One piece of ordinary mail addressed to:			
<p>Nancy L. Murray 122 Main Street Troutville, PA 15866</p>  			

PS Form 3817, January 2001



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

Copy

FIRST COMMONWEALTH
BANK, formerly DEPOSIT BANK,
PLAINTIFF

VS.

NANCY L. MURRAY
DEFENDANT

NO. 08 - 1963 - C.D.

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$17,235.06, plus interest and costs on December 17, 2008.

William A. Shaw, Prothonotary

By William A. Shaw

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

COPY

First Commonwealth Bank
Plaintiff(s)

No.: 2008-01963-CD

Real Debt: \$17,235.06

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

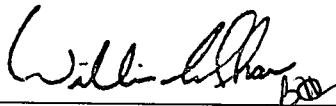
Nancy L. Murray Entry: \$20.00
Defendant(s)

Instrument: Default Judgment

Date of Entry: December 17, 2008

Expires: December 17, 2013

Certified from the record this 17th day of December, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104789
NO: 08-1963-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK
VS.
DEFENDANT: NANCY L. MURRAY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	238707	10.00
SHERIFF HAWKINS	FIRST COMM.	238707	40.65

S
FILED
03:30pm
FEB 04 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

FIRST COMMONWEALTH BANK,
formerly DEPOSIT BANK,

Plaintiff

vs

NANCY L. MURRAY,
Defendant

: NO. 08 - 1963 - CD
:
: Type of Case: MORTGAGE
: FORECLOSURE
:
: Type of Pleading: PRAECIPE
: FOR WRIT OF EXECUTION
:
: Filed on Behalf of: PLAINTIFF
:
: Counsel of Record for this Party:
:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

FILED

MAY 28 2009

0111:50 AM
William A. Shaw
Prothonotary/Clerk of Courts
No Court

6 Writs to

Sheriff

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

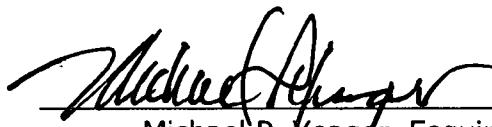
FIRST COMMONWEALTH BANK, :
formerly DEPOSIT BANK, :
Plaintiff :
vs : NO. 08 - 1963 - CD
: :
NANCY L. MURRAY, :
Defendant :
:

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue writ of execution in the above matter,

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendant, Nancy L. Murray; and
3. Index this writ this writ against the Defendant, and as a Lis Pendens against real property of the Defendant described on Exhibit A attached hereto:
4. Principal amount due \$ 17,235.06
5. Interest \$ _____
6. Costs Prothonotary costs \$ _____
TOTAL \$ 135. - \$ _____



Michael P. Yeager, Esquire

Attorney for Plaintiff

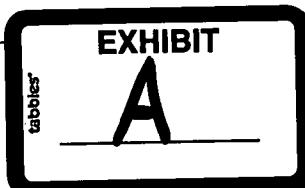
ALL that certain piece or parcel of land situate, lying and being in the Borough of Troutville, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the corner of a twelve (12) foot alley and the Luthersburg and Punxsutawney Turnpike (now Main Street); thence along said Main Street, North 42 degrees East 50 feet to a post at street leading to Reformed Church; thence along said street 218 feet to post at twenty (20) foot alley; thence along said alley 50 feet, more or less, to a twelve (12) foot alley; thence along said alley 218 feet, more or less, to post on Main Street and place of beginning.

BEING the same premises which were conveyed to the Mortgagor herein by Deed of Carol Wachob dated January 23, 1996, not yet recorded but intended to be recorded prior to the recording of this Mortgage.

EXCEPTING AND RESERVING therefrom portion conveyed to Wallace Bonsall, et ux. by deed of Mary Bonsall, et al., dated August 10, 1981, and recorded in Deeds and Records Book No. 817, page 392, bounded and described as follows, to wit:

BEGINNING at a post on a 20 foot alley; thence along said alley in a general Southwesterly direction, a distance of 50 feet, more or less, to a 12 foot alley (this boundary line being the third boundary line of property conveyed to Mary Bonsall, et al. by Gladys P. Schoch via deed dated June 11, 1980 and recorded in the Office of Recorder of Deeds of Clearfield County in Deed Book Vol. 798, page 278); thence along said 12 foot alley in a general Northwesterly direction, a distance of 38 feet, more or less, to another point on said alley (this boundary line being the southern portion of the fourth boundary line of the property conveyed to Mary Bonsall, et al. via deed recorded in Deed Book Vol. 798, page 278); thence in a general Northeasterly direction, parallel to Main Street, a distance of 50 feet, more or less, to a point on the street leading to the Reformed Church; thence along said street, a distance of 38 feet, more or less, to a post, on a 20 foot alley and the place of beginning (this boundary line being the Southern portion of the second boundary line of the property conveyed to Mary Bonsall, et al.).



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

FIRST COMMONWEALTH BANK :
formerly DEPOSIT BANK, :
Plaintiff :
: NO. 08 - 1963 - CD
vs :
: NANCY L. MURRAY, :
Defendant :
:

AFFIDAVIT PURSUANT TO RULE 3129.1

First Commonwealth Bank, formerly Deposit Bank, Plaintiff in the above action, sets forth, as of the date the Praecept for Writ of Execution was filed, the following information concerning the real property located in Troutville Borough, Clearfield County, Pennsylvania, as described on "Exhibit A" attached hereto.

1. The name and address of the owner of the property are as follows:

NANCY L. MURRAY
220 Reed Street
Falls Creek, PA 15840

2. The names and addresses of the Defendant in the judgment are as follows:

NANCY L. MURRAY
220 Reed Street
Falls Creek, PA 15840

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

(a) FIRST COMMONWEALTH BANK (formerly Deposit Bank)
654 Philadelphia Street – Lower Level
Indiana, PA 15701

(b) PENNSYLVANIA HOUSING FINANCE AGENCY
P.O. Box 15530
Harrisburg, PA 17105-5530

(c) ASSET ACCEPTANCE LLC
c/o Edwin A. Abrahamsen & Assoc.
1729 Pittston Avenue
Scranton, PA 18505

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

FIRST COMMONWEALTH BANK (formerly Deposit Bank)
654 Philadelphia Street – Lower Level
Indiana, PA 15701

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

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830.

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

JEANNE M. SHEPLER, TAX COLLECTOR
P.O. Box 78
Troutville, PA 15866

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

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

BRADY TOWNSHIP TROUTVILLE WATER ASSOCIATION
3309 Shamokin Trail
Luthersburg, PA 15848

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.

FIRST COMMONWEALTH BANK, formerly
DEPOSIT BANK

By Susan Stiteler

Susan Stiteler
Vice President of Special Assets
Retail Dept.

Dated: May 26, 2009

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

BEGINNING at a post at the corner of a twelve (12) foot alley and the Luthersburg and Punxsutawney Turnpike (now Main Street); thence along said Main Street, North 42 degrees East 50 feet to a post at street leading to Reformed Church; thence along said street 218 feet to post at twenty (20) foot alley; thence along said alley 50 feet, more or less, to a twelve (12) foot alley; thence along said alley 218 feet, more or less, to post on Main Street and place of beginning.

BEING the same premises which were conveyed to the Mortgagor herein by Deed of Carol Wachob dated January 23, 1996, not yet recorded but intended to be recorded prior to the recording of this Mortgage.

EXCEPTING AND RESERVING therefrom portion conveyed to Wallace Bonsall, et ux. by deed of Mary Bonsall, et al., dated August 10, 1981, and recorded in Deeds and Records Book No. 817, page 392, bounded and described as follows, to wit:

BEGINNING at a post on a 20 foot alley; thence along said alley in a general Southwesterly direction, a distance of 50 feet, more or less, to a 12 foot alley (this boundary line being the third boundary line of property conveyed to Mary Bonsall, et al. by Gladys P. Schoch via deed dated June 11, 1980 and recorded in the Office of Recorder of Deeds of Clearfield County in Deed Book Vol. 798, page 278); thence along said 12 foot alley in a general Northwesterly direction, a distance of 38 feet, more or less, to another point on said alley (this boundary line being the southern portion of the fourth boundary line of the property conveyed to Mary Bonsall, et al. via deed recorded in Deed Book Vol. 798, page 278); thence in a general Northeasterly direction, parallel to Main Street, a distance of 50 feet, more or less, to a point on the street leading to the Reformed Church; thence along said street, a distance of 38 feet, more or less, to a post, on a 20 foot alley and the place of beginning (this boundary line being the Southern portion of the second boundary line of the property conveyed to Mary Bonsall, et al.).



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

FIRST COMMONWEALTH BANK :
formerly DEPOSIT BANK, :
Plaintiff :
: NO. 08 - 1963 - CD
vs :
: NANCY L. MURRAY, :
Defendant :
:

WRIT OF EXECUTION

TO: CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY

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

Amount due	\$ 17,235.00
Interest	\$ _____
Costs	Prothonotary costs \$ 135. -
TOTAL	\$ _____

WILLIAM A. SHAW, PROTHONOTARY
OF CLEARFIELD COUNTY

Date: MAY 28, 2009

By: W. Shaw

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

BEGINNING at a post at the corner of a twelve (12) foot alley and the Luthersburg and Punxsutawney Turnpike (now Main Street); thence along said Main Street, North 42 degrees East 50 feet to a post at street leading to Reformed Church; thence along said street 218 feet to post at twenty (20) foot alley; thence along said alley 50 feet, more or less, to a twelve (12) foot alley; thence along said alley 218 feet, more or less, to post on Main Street and place of beginning.

BEING the same premises which were conveyed to the Mortgagor herein by Deed of Carol Wachob dated January 23, 1996, not yet recorded but intended to be recorded prior to the recording of this Mortgage.

EXCEPTING AND RESERVING therefrom portion conveyed to Wallace Bonsall, et ux. by deed of Mary Bonsall, et al., dated August 10, 1981, and recorded in Deeds and Records Book No. 817, page 392, bounded and described as follows, to wit:

BEGINNING at a post on a 20 foot alley; thence along said alley in a general Southwesterly direction, a distance of 50 feet, more or less, to a 12 foot alley (this boundary line being the third boundary line of property conveyed to Mary Bonsall, et al. by Gladys P. Schoch via deed dated June 11, 1980 and recorded in the Office of Recorder of Deeds of Clearfield County in Deed Book Vol. 798, page 278); thence along said 12 foot alley in a general Northwesterly direction, a distance of 38 feet, more or less, to another point on said alley (this boundary line being the southern portion of the fourth boundary line of the property conveyed to Mary Bonsall, et al. via deed recorded in Deed Book Vol. 798, page 278); thence in a general Northeasterly direction, parallel to Main Street, a distance of 50 feet, more or less, to a point on the street leading to the Reformed Church; thence along said street, a distance of 38 feet, more or less, to a post, on a 20 foot alley and the place of beginning (this boundary line being the Southern portion of the second boundary line of the property conveyed to Mary Bonsall, et al.).



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

FIRST COMMONWEALTH
BANK, formerly DEPOSIT BANK,
PLAINTIFF

VS.

NANCY L. MURRAY,
DEFENDANT

: NO. 08 - 1963 - C.D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: AFFIDAVIT OF
: SERVICE PURSUANT TO RULE 3129.2
:
: FILED ON BEHALF OF: PLAINTIFF
:
:
: COUNSEL OF RECORD:
:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

S FILED NO
03/27/01
SEP 03 2009
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK :
formerly DEPOSIT BANK, :
Plaintiff :
vs : NO. 08 - 1963 - CD
: :
NANCY L. MURRAY, :
Defendant :
:

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2

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

MICHAEL P. YEAGER, ESQUIRE, being duly sworn according to law, deposes and says that as attorney for Plaintiff FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK, in the above-captioned action, he did attempt to serve Notice of the scheduled Sheriff's Sale of the real property which is the subject of the above-captioned mortgage foreclosure action by mailing a Sheriff's Handbill, a copy of which is attached hereto as "Exhibit 1", on the Defendant by certified mail, return receipt requested (which was returned as "Unclaimed"), and on all other parties in interest listed below by ordinary mail at the addresses set forth below, with the return address of Plaintiff's counsel appearing thereon as evidenced by the certified return receipt and card and U.S. Postal Service Form 3817 Certificates of Mailing all attached hereto as "Exhibit 2".

TO: NANCY L. MURRAY
220 Reed Street
Falls Creek, PA 15840

FIRST COMMONWEALTH BANK, formerly Deposit Bank
654 Philadelphia Street – Lower Level
Indiana, PA 15701

PENNSYLVANIA HOUSING FINANCE AGENCY
P.O. Box 15530
Harrisburg, PA 17105-5530

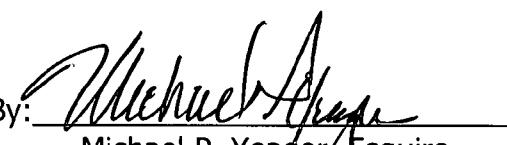
ASSET ACCEPTANCE LLC
c/o Edwin A. Abrahamsen & Assoc.
1729 Pittston Avenue
Scranton, PA 18505

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830.

JEANNE M. SHEPLER, TAX COLLECTOR
P.O. Box 78
Troutville, PA 15866

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

BRADY TOWNSHIP TROUTVILLE WATER ASSOCIATION
3309 Shamokin Trail
Luthersburg, PA 15848

By: 
Michael P. Yeager, Esquire
Attorney for Plaintiff

Sworn to and subscribed

before me this 2nd day
of September, 2009.



NOTARIAL SEAL
LINDA J. SCHWARTZ, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO.
MY COMMISSION EXPIRES NOV. 8, 2009

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

FIRST COMMONWEALTH BANK :
formerly DEPOSIT BANK, :
Plaintiff :
vs : NO. 08 - 1963 - CD
NANCY L. MURRAY, :
Defendant :
.

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: NANCY L. MURRAY
220 Reed Street
Falls Creek, PA 15840

FIRST COMMONWEALTH BANK, formerly Deposit Bank
654 Philadelphia Street – Lower Level
Indiana, PA 15701

PENNSYLVANIA HOUSING FINANCE AGENCY
P.O. Box 15530
Harrisburg, PA 17105-5530

ASSET ACCEPTANCE LLC
c/o Edwin A. Abrahamsen & Assoc.
1729 Pittston Avenue
Scranton, PA 18505

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830.

JEANNE M. SHEPLER, TAX COLLECTOR
P.O. Box 78
Troutville, PA 15866



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

BRADY TOWNSHIP TROUTVILLE WATER ASSOCIATION
3309 Shamokin Trail
Luthersburg, PA 15848

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed at public sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, SEPTEMBER 4, 2009 at 10:00 a.m., the following described real estate of which Nancy L. Murray is the reputed owner: See "Exhibit A" attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of FIRST COMMONWEALTH BANK former DEPOSIT BANK vs. NANCY L. MURRAY, at No.08-1963-CD in the amount of \$17,235.06

Claims against the property must be filed at the office of Sheriff before above sale date.

Claims to proceed must be made with the office of the Sheriff before distribution.

Schedule of Distribution will be filed with the office of the Sheriff on SEPTEMBER 7, 2009.

Exceptions to said Distribution of a Petition to Set Aside the Sale must be filed with the office of the Sheriff no later than ten (10) days from date when Schedule of Distribution is filed in the office of the Sheriff.



Date: JUNE 11, 2009

Sheriff of Clearfield County

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

BEGINNING at a post at the corner of a twelve (12) foot alley and the Luthersburg and Punxsutawney Turnpike (now Main Street); thence along said Main Street, North 42 degrees East 50 feet to a post at street leading to Reformed Church; thence along said street 218 feet to post at twenty (20) foot alley; thence along said alley 50 feet, more or less, to a twelve (12) foot alley; thence along said alley 218 feet, more or less, to post on Main Street and place of beginning.

BEING the same premises which were conveyed to the Mortgagor herein by Deed of Carol Wachob dated January 23, 1996, not yet recorded but intended to be recorded prior to the recording of this Mortgage.

EXCEPTING AND RESERVING therefrom portion conveyed to Wallace Bonsall, et ux. by deed of Mary Bonsall, et al., dated August 10, 1981, and recorded in Deeds and Records Book No. 817, page 392, bounded and described as follows, to wit:

BEGINNING at a post on a 20 foot alley; thence along said alley in a general Southwesterly direction, a distance of 50 feet, more or less, to a 12 foot alley (this boundary line being the third boundary line of property conveyed to Mary Bonsall, et al. by Gladys P. Schoch via deed dated June 11, 1980 and recorded in the Office of Recorder of Deeds of Clearfield County in Deed Book Vol. 798, page 278); thence along said 12 foot alley in a general Northwesterly direction, a distance of 38 feet, more or less, to another point on said alley (this boundary line being the southern portion of the fourth boundary line of the property conveyed to Mary Bonsall, et al. via deed recorded in Deed Book Vol. 798, page 278); thence in a general Northeasterly direction, parallel to Main Street, a distance of 50 feet, more or less, to a point on the street leading to the Reformed Church; thence along said street, a distance of 38 feet, more or less, to a post, on a 20 foot alley and the place of beginning (this boundary line being the Southern portion of the second boundary line of the property conveyed to Mary Bonsall, et al.).

SEIZED, taken in execution to be sold as the property of NANCY L. MURRAY, at the suit of FIRST COMMONWEALTH BANK FORMERLY DEPOSIT BANK. JUDGMENT NO. 08-1963-CD



CERTIFIED MAIL™

Law Office

MICHAEL P. YEAGER

P.O. Box 752

110 NORTH SECOND STREET

CLEARFIELD, PENNSYLVANIA 16830



U.S. POSTAGE
CLEARFIELD, PA
JUN 17 2009
AMOUNT



\$5.54
00085835-03

7002 2030 0000 6878 6191

1000

15840

**RETURN RECEIPT
REQUESTED**

NANCY L. MURRAY
220 Reed Street
Falls

*Notice 1st Notice 6/18/09
2nd Notice 6/23/09*

NEXT

165 SE 1 bo 07/06/09

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 16830255310 *2343-16487-17-38

||||||||||||||||||||||||||||||||

168302553002553

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

FIRST COMMONWEALTH BANK :
formerly DEPOSIT BANK, :
Plaintiff :
VS : NO. 08 - 1963 - CD
: :
NANCY L. MURRAY, :
Defendant :
:

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: NANCY L. MURRAY
220 Reed Street
Falls Creek, PA 15840

FIRST COMMONWEALTH BANK, formerly Deposit Bank
654 Philadelphia Street – Lower Level
Indiana, PA 15701

PENNSYLVANIA HOUSING FINANCE AGENCY
P.O. Box 15530
Harrisburg, PA 17105-5530

ASSET ACCEPTANCE LLC
c/o Edwin A. Abrahamsen & Assoc.
1729 Pittston Avenue
Scranton, PA 18505

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830.

JEANNE M. SHEPLER, TAX COLLECTOR
P.O. Box 78
Troutville, PA 15866

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

BRADY TOWNSHIP TROUTVILLE WATER ASSOCIATION
3309 Shamokin Trail
Luthersburg, PA 15848

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed at public sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, SEPTEMBER 4, 2009 at 10:00 a.m., the following described real estate of which Nancy L. Murray is the reputed owner: See "Exhibit A" attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of FIRST COMMONWEALTH BANK former DEPOSIT BANK vs. NANCY L. MURRAY, at No.08-1963-CD in the amount of \$17,235.06

Claims against the property must be filed at the office of Sheriff before above sale date.

Claims to proceed must be made with the office of the Sheriff before distribution.

Schedule of Distribution will be filed with the office of the Sheriff on SEPTEMBER 7, 2009.

Exceptions to said Distribution of a Petition to Set Aside the Sale must be filed with the office of the Sheriff no later than ten (10) days from date when Schedule of Distribution is filed in the office of the Sheriff.



Date: JUNE 11, 2009

Sheriff of Clearfield County

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

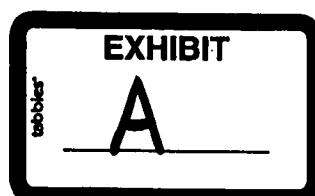
BEGINNING at a post at the corner of a twelve (12) foot alley and the Luthersburg and Punxsutawney Turnpike (now Main Street); thence along said Main Street, North 42 degrees East 50 feet to a post at street leading to Reformed Church; thence along said street 218 feet to post at twenty (20) foot alley; thence along said alley 50 feet, more or less, to a twelve (12) foot alley; thence along said alley 218 feet, more or less, to post on Main Street and place of beginning.

BEING the same premises which were conveyed to the Mortgagor herein by Deed of Carol Wachob dated January 23, 1996, not yet recorded but intended to be recorded prior to the recording of this Mortgage.

EXCEPTING AND RESERVING therefrom portion conveyed to Wallace Bonsall, et ux. by deed of Mary Bonsall, et al., dated August 10, 1981, and recorded in Deeds and Records Book No. 817, page 392, bounded and described as follows, to wit:

BEGINNING at a post on a 20 foot alley; thence along said alley in a general Southwesterly direction, a distance of 50 feet, more or less, to a 12 foot alley (this boundary line being the third boundary line of property conveyed to Mary Bonsall, et al. by Gladys P. Schoch via deed dated June 11, 1980 and recorded in the Office of Recorder of Deeds of Clearfield County in Deed Book Vol. 798, page 278); thence along said 12 foot alley in a general Northwesterly direction, a distance of 38 feet, more or less, to another point on said alley (this boundary line being the southern portion of the fourth boundary line of the property conveyed to Mary Bonsall, et al. via deed recorded in Deed Book Vol. 798, page 278); thence in a general Northeasterly direction, parallel to Main Street, a distance of 50 feet, more or less, to a point on the street leading to the Reformed Church; thence along said street, a distance of 38 feet, more or less, to a post, on a 20 foot alley and the place of beginning (this boundary line being the Southern portion of the second boundary line of the property conveyed to Mary Bonsall, et al.).

SEIZED, taken in execution to be sold as the property of NANCY L. MURRAY, at the suit of FIRST COMMONWEALTH BANK FORMERLY DEPOSIT BANK. JUDGMENT NO. 08-1963-CD



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

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

THREE LETTER MAILING
OFFICIAL USE

Postage	\$ 0.44	0630
Certified Fee	\$ 2.81	0630
Return Receipt Fee (Endorsement Required)	\$ 2.30	0630
Restricted Delivery Fee (Endorsement Required)	\$ 0.89	0630
Total Postage & Fees	\$ 5.54	0630

Sent To	Nancy L. Murray 220 Reed Street Falls Creek, PA 15840
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	

PS Form 3800, June 2002

See Reverse for Instructions

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE. POSTMASTER	
Received From:	Michael P Yeager PO Box 752 Clearfield PA 16830
One piece of ordinary mail addressed to: First Commonwealth Bank 654 Philadelphia Street - Lower Level Indiana, PA 15701	

PS Form 3817, January 2001



U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUN 17, 09
AMOUNT

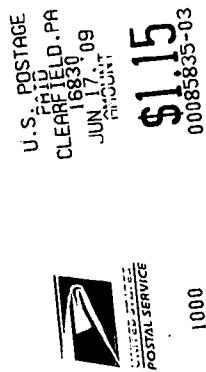
1000

\$1.15
00085835-03

EXHIBIT
2

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: Michael P Yeager PO Box 752 Clearfield PA 16830		
One piece of ordinary mail addressed to: Pennsylvania Housing Finance Agency P.O. Box 15530 Harrisburg, PA 17105-5530		

PS Form 3817, January 2001



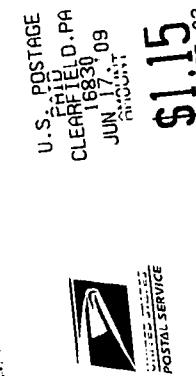
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: Michael P Yeager PO Box 752 Clearfield PA 16830		
One piece of ordinary mail addressed to: Asset Acceptance LLC c/o Edwin A. Abrahamsen & Assoc. 1729 Pittston Avenue Scranton, PA 18505		

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: Michael P Yeager PO Box 752 Clearfield PA 16830		
One piece of ordinary mail addressed to: Clearfield County Tax Claim Bureau Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830		

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		Michael P Yeager PO Box 752 Clearfield PA 16830	
One piece of ordinary mail addressed to:		Jeanne M. Shepler, Tax Collector P.O. Box 78 Troutville, PA 15866	
PS Form 3817, January 2001			

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUN 17 09
AMOUNT
\$1.15
00085835-03

 1000

UNITED STATES
POSTAL SERVICE

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		Michael P Yeager PO Box 752 Clearfield PA 16830	
One piece of ordinary mail addressed to:		Clearfield County Domestic Relations Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830	
PS Form 3817, January 2001			

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUN 17 09
AMOUNT
\$1.15
00085835-03

 1000

UNITED STATES
POSTAL SERVICE

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		Michael P Yeager PO Box 752 Clearfield PA 16830	
One piece of ordinary mail addressed to:		Brady Township Troutville Water Assn. 3309 Shamokin Trail Luthersburg, PA 15848	
PS Form 3817, January 2001			

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUN 17 09
AMOUNT
\$1.15
00085835-03

 1000

UNITED STATES
POSTAL SERVICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20983
NO: 08-1963-CD

PLAINTIFF: FIRST COMMONWEALTH BANK FORMERLY DEPOSIT BANK
vs.
DEFENDANT: NANCY L. MURRAY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 5/28/2009

LEVY TAKEN 7/7/2009 @ 11:15 AM

POSTED 7/7/2009 @ 11:15 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/16/2010

DATE DEED FILED **NOT SOLD**

DETAILS

7/17/2009 @ 10:10 AM SERVED NANCY L. MURRAY

JEFFERSON COUNTY SERVED NANCY L. MURRAY, DEFENDANT, AT 3745 ROUTE 310, REYNOLDSVILLE, TOWNSHIP OF WINSLOW, COUNTY OF JEFFERSON BY HANDING TO NANCY L. MURRAY

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 3, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 4, 2009 TO JANUARY 8, 2010.

@ SERVED

NOW, JANUARY 7, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JANUARY 8, 2010.

FILED
018-53871
FEB 16 2010
S
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20983
NO: 08-1963-CD

PLAINTIFF: FIRST COMMONWEALTH BANK FORMERLY DEPOSIT BANK

vs.

DEFENDANT: NANCY L. MURRAY

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$232.68

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

FIRST COMMONWEALTH BANK
formerly DEPOSIT BANK,
Plaintiff

NO. 08 - 1963 - CD

vs

NANCY L. MURRAY,
Defendant

WRIT OF EXECUTION

TO: CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY

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

Amount due	\$ 17,235.00
Interest	\$ _____
Costs	\$ _____
TOTAL	\$ _____
Prothonotary costs 135 -	

WILLIAM A. SHAW, PROTHONOTARY
OF CLEARFIELD COUNTY

Date: MAY 28, 2009

By: W.A. Shaw

Received this writ this 28th day
of May A.D. 2009
At 3:00 A.M./P.M.

Chester A. Hawkins
Sheriff Sgt. Cynthia Butler-Alexander

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

BEGINNING at a post at the corner of a twelve (12) foot alley and the Luthersburg and Punxsutawney Turnpike (now Main Street); thence along said Main Street, North 42 degrees East 50 feet to a post at street leading to Reformed Church; thence along said street 218 feet to post at twenty (20) foot alley; thence along said alley 50 feet, more or less, to a twelve (12) foot alley; thence along said alley 218 feet, more or less, to post on Main Street and place of beginning.

BEING the same premises which were conveyed to the Mortgagor herein by Deed of Carol Wachob dated January 23, 1996, not yet recorded but intended to be recorded prior to the recording of this Mortgage.

EXCEPTING AND RESERVING therefrom portion conveyed to Wallace Bonsall, et ux. by deed of Mary Bonsall, et al., dated August 10, 1981, and recorded in Deeds and Records Book No. 817, page 392, bounded and described as follows, to wit:

BEGINNING at a post on a 20 foot alley; thence along said alley in a general Southwesterly direction, a distance of 50 feet, more or less, to a 12 foot alley (this boundary line being the third boundary line of property conveyed to Mary Bonsall, et al. by Gladys P. Schoch via deed dated June 11, 1980 and recorded in the Office of Recorder of Deeds of Clearfield County in Deed Book Vol. 798, page 278); thence along said 12 foot alley in a general Northwesterly direction, a distance of 38 feet, more or less, to another point on said alley (this boundary line being the southern portion of the fourth boundary line of the property conveyed to Mary Bonsall, et al. via deed recorded in Deed Book Vol. 798, page 278); thence in a general Northeasterly direction, parallel to Main Street, a distance of 50 feet, more or less, to a point on the street leading to the Reformed Church; thence along said street, a distance of 38 feet, more or less, to a post, on a 20 foot alley and the place of beginning (this boundary line being the Southern portion of the second boundary line of the property conveyed to Mary Bonsall, et al.).



**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME NANCY L. MURRAY

NO. 08-1963-CD

NOW, February 13, 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 January 08, 2010, I exposed the within described real estate of Nancy L. Murray 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	24.20
LEVY	15.00
MILEAGE	24.20
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.28
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	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$232.68

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	17,235.00
INTEREST @	0.00
FROM TO 01/08/2010	
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	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$17,255.00

COSTS:

ADVERTISING	1,114.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	232.68
LEGAL JOURNAL COSTS	189.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,811.18

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



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20983

TERM & NO. 08-1963-CD

FIRST COMMONWEALTH BANK FORMERLY DEPOSIT BANK

vs.

NANCY L. MURRAY

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: ASAP

**MAKE REFUND PAYABLE TO MICHAEL P. YEAGER, ESQ.
RETURN TO BE SENT TO THIS OFFICE**

SERVE: NANCY L. MURRAY

ADDRESS: 220 REED STREET
FALLS CREEK, PA 15840

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Tuesday, July 14, 2009.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 08-1963 C.D.

Personally appeared before me, Harry Dunkle, Deputy for Carl J. Gotwald, Sr., Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on July 17, 2009 at 10:10 o'clock A.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon NANCY L. MURRAY, Defendant, at the address of 3745 Route 310, Reynoldsville, Township of Winslow, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice, Writ and Copy of Levy and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	48.80	Paid
Prothy:	2.00	
Total Costs:	50.80	
REFUNDED:	\$ 74.20	

So Answers,

Sworn and subscribed
to before me this 20th
day of July 2009
By Scragg & West

My Commission Expires the
1st Monday, January 2010

Harry Dunkle Deputy
Carl J. Gotwald Sr Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

Law Office
MICHAEL P. YEAGER
P. O. Box 752
110 North Second Street
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-9611
FAX (814) 765-9503

September 3, 2009

Cindy Augenbaugh
CLEARFIELD CO. SHERIFF OFFICE
2nd & Market Streets
Clearfield, PA 16830

**Re: First Commonwealth Bank v. Nancy L. Murray
Mortgage Foreclosure (Sheriff's Sale)
NO. 08 - 1963 - C.D.
My File No. Y-2429**

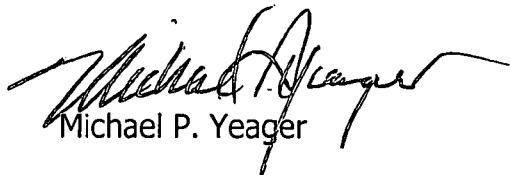
Dear Cindy:

Again, thank you for your cooperation and understanding relative to rescheduling the foreclosure sale originally scheduled for tomorrow September 4, 2009 relative to the above matter. I understand from our conversation that you have rescheduled this foreclosure sale for January 8, 2010 which is within the 130-day time frame relative to rescheduling such sales.

I understand that you will, in accordance with applicable law and regulation, notify any attendees at tomorrow's originally scheduled sale of the rescheduled time on January 8, 2010.

Thank you again for your cooperation and assistance. Should you have questions or comments, please feel free to call.

Very truly yours,



Michael P. Yeager

MPY/ljs

pc: Terry L. Henry @ First Commonwealth Bank

Law Office
MICHAEL P. YEAGER
F. O. Box 752
110 North Second Street
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-0611
FAX (814) 765-0503

January 7, 2010

VIA FACSIMILE – 765-5915

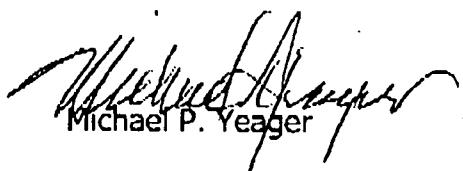
Cindy Augenbaugh
CLEARFIELD CO. SHERIFF OFFICE
2nd & Market Streets
Clearfield, PA 16830

**Re: First Commonwealth Bank v. Nancy L. Murray
Mortgage Foreclosure (Sheriff's Sale)
NO. 08 - 1963 - C.D.
My File No. Y-2429**

Dear Cindy:

Please stay the above-captioned Sheriff's Sale.

Very truly yours,



Michael P. Yeager

MPY/ljs

pc: Terry L. Henry @ First Commonwealth Bank