

00-14-CD  
PHYLIS E. NIESSNER vs. SCOTT E. NIESSNER

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

①  
**ORIGINAL**

73  
Phyllis E Niessner  
PLAINTIFF

83  
Scott E Niessner  
DEFENDANT

vs. NO. 00-14 - C.D.

FILED

JAN 05 2000

**NOTICE TO DEFEND**

William A. Shaw  
Prothonotary

**YOU HAVE BEEN ORDERED TO APPEAR IN COURT.** If you do not appear at the Hearing, the relief requested by the Plaintiff may be granted in your absence and you may lose money or property rights or other rights important to you; or a **BENCH WARRANT** may be issued directing the Sheriff to arrest and bring you to Court. Attached is a copy of the Petition which indicates the relief the Plaintiff is requesting. Also, included in the Petition are the Plaintiff's reasons for this request.

You MUST obey the Order which is attached. If you disobey this Order, the police may arrest you. Under federal law, this Order is enforceable anywhere in the United states, and any violation of this Order in another state will result in federal proceedings against you. In addition, if you are subject to a FINAL PROTECTION ORDER, federal law will prohibit you from possessing, transporting, or accepting a firearm.

Attached you will find a copy of the **TEMPORARY ORDER** issued in this case. You **MUST** obey this Order until further Order of this Court. Failure to obey the **TEMPORARY ORDER** may result in your arrest by the police or Sheriff's Office. You will also be subject to the penalties of Indirect Criminal Contempt.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. YOU HAVE A RIGHT TO BE REPRESENTED BY AN ATTORNEY OF YOUR CHOICE; HOWEVER, EVEN IF YOU DO NOT HAVE AN ATTORNEY YOU MUST APPEAR AT THE HEARING. IF YOU NEED HELP IN LOCATING AN ATTORNEY, PLEASE CONTACT:**

OFFICE OF THE COURT ADMINISTRATOR  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-2641, EXTENSION 32

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

Phyllis E Niessner  
PLAINTIFF

vs.

NO. 00 - 14 - C.D.

Scott E Niessner  
DEFENDANT

PRO SE FORM  
PETITION FOR PROTECTION FROM ABUSE

1. My name is Phyllis E Niessner

I am filing this Petition on behalf of:  Myself and/or  Another Person(s). If you checked Myself, please answer all questions referring to yourself as "Plaintiff". If you checked Another Person(s), please answer all questions referring to that person as the "Plaintiff", and provide your address here, unless confidential:

If you checked Another Person(s), also indicate your relationship with Plaintiff:

parent of minor plaintiff(s)  
 adult household member with minor plaintiff(s)  
 guardian ad litem of minor plaintiff(s)  
 court appointed guardian of incompetent plaintiff(s)

2.  My residence which is located at a confidential address within this county, said address to be kept confidential for my protection.

My address (which is not confidential) is: 126 S 2nd St Apt 4  
Clearfield PA 16830 Clfd Boro Clfd  
(street address) (city/township) (county)

3. The person I am filing this Petition against is the Defendant, who resides at:

126 S. 2nd St Apt 4, Clearfield - Clfd 16830  
(street address) (city/township) (county)

Defendant's date of birth: 11/19/59 and Social Security No. 201-58-4476

Check here if Defendant is 17 years old or younger.

4. The Defendant's relationship to me is: Husband

5.  I wish the Defendant to be excluded from the following residence:

My residence of which the address is as listed above under question number '2'.  
 My residence of which the address is confidential.

Residence is owned by: \_\_\_\_\_

Residence is rented by: Phyllis E Niessner

6. Plaintiff and Defendant are the natural/adoptive parents of the following child(ren):

Name \_\_\_\_\_ D.O.B. \_\_\_\_\_  
Name \_\_\_\_\_ D.O.B. \_\_\_\_\_  
Name \_\_\_\_\_ D.O.B. \_\_\_\_\_  
Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

7. The facts of the most recent incident of abuse towards me [and the minor child(ren)] are as follows:

Date: 1/02/00

Time: 5:30 p.m.

Location: 126 S 2nd St Apt 4 C/F, PA 16830

Describe in detail what happened, including any physical or sexual abuse, threat, injury, or incident of stalking:

The defendant on Sunday threatened my life. Grabbed me, pushed me, drew his fist back a few times (the nite before sat on me, squeezed my face and squeezed my throat and forced me to stay awake for hrs. by doing this) that really aggravated Sunday in getting up for church. ~~and he threatened the pastor w/ violence~~ I know that doesn't matter! I asked him to leave 2 wks before this and every day thereafter, he refused he said I was stuck w/ him. Had there not been so much prior physical abuse drawing his fist back wouldn't have been so scary. I need to prevent the broken bones this time and the events are all the same the threats are all the same & even worse by words. Threatened me w/ a screw driver, said he would put me in contraria (burning coal under ground) and no-one would find my body.

QUESTION 7 (most recent incident of abuse) CONTINUED:

said he'd kill the police, he threatened my pastor's wife because he said they stare at me & went me. He said violent swear words in front of my child. ~~It~~ seems ~~to~~ that if the police hadn't showed up he wasn't leaving & it would be another night of him on top of me w/ violent words fists in the face or sleep squeezing my skin twisting my wrists hiding my sneakers & threatening my life. ~~If~~ I said one word he would act on it. It's a powerful man I'm really very afraid for my life things were getting very violent for me & my daughter. I'd pull drawing chords choking slamming me into windows 3 times up & laughing all the while. Scott has done all those things before & then some. I've had the fractures I have no eardrum and I really know how he can be and waiting for

QUESTION 7 (most recent incident of abuse) CONTINUED:

The next blow to the head the one where I can't get up seems crazy to me. I really nicely asked him to leave and he wouldn't I tried to help pack + give him money + he hit me and unplugged the phone 2 times. The last time he unplugged the phone I had whole in my ~~o~~ face and wouldn't walk. This time we returned home + started hitting my child + buying us both really nice gifts so we don't tell or ask him to leave. He'll go through w/ his threats & we've been there I don't want to be killed and put in burning coal where I'm not found. He's had the training he's very slick and he hits really hard! He ~~said~~ he'll be back. and he returned and came in the house on sun. mite when I was at shelter I really need some help w/ keeping him away from my child me + or things

QUESTION 7 (most recent incident of abuse) CONTINUED:

we smashed a lot before and we  
don't need to be hurt or smashed  
any more

(thank you)

Phyllis Johnson

8. The Defendant has committed prior acts of abuse against me, my minor child(ren), or the Plaintiff (if I am filing on behalf of someone else). List examples of such abuse, including any threats, injuries, or incidents of stalking, and state when such acts of abuse occurred:

A. 12/96- SMASHed Toe / BACK Injury from Being Pushed INTO A radiator- Scott hit me weekly - AT Time - I didn't Always CALLED The Police.

B. 12/23/96. Pulled hAIR CAUSED several BURIES, Lost my hearing- Broke EARDURm - Knocked Teeth out - MISSED 7 weeks of WORK.

C. Feb 97' Tortured in Bedroom - Blew Air into my stomach Rip off Clothes, Police came took me to Shelter - (Mississippi)  
MAR 97. Beat me - threw me all over the house. - BlWrap phone cord around my Neck - chocked me - SAID he was going to Kill me.

D. May 97. Hit me with hammer - Broke my Nose, Fix my left side of my Face -

Sept 97. ReBroke My Face on other side- 2 more teeth knock out  
Feb 97. BLACKEYES. Bruises - phone cord around Neck AGAIN

9. The Defendant has used or threatened to use the following weapon(s) against Plaintiff or the minor child(ren) listed above:

38, Hammer, SCREW DRWer, KNife, SCISSORS, NAIL CLIPper

10. If Plaintiff and Defendant are parents of any minor child(ren), is there an existing Court Order regarding their custody? NO. Who has primary physical custody under that Order? \_\_\_\_\_.

11. Have you and the Defendant been involved in any of the following court actions? (If you are filing this Petition on behalf of another person, please answer this and all questions using that person as Plaintiff.)

Divorce       Custody       Support       Protection From Abuse

If you checked any of the above, briefly indicate when and where the case was filed and the Court Number, if known:

Filed For Divorce in Aug 99 - IN Mississippi

Military PFA - in May 97-

12.  Defendant owes a duty of support to Plaintiff and/or the minor child(ren).

13.  As a result of the abuse described above, I have suffered financial losses.

QUESTION 8 (prior acts of abuse) CONTINUED:

Scott is A trained NAVY SEAL.  
HAS Been in the military all of our MARRIED  
Life - Moved to this area <sup>(1 1/2 years Ago)</sup> - And he  
Found me. - Scott will not stop At  
Anything to get to me: Been in touch  
with CIGO Boro Police - Asst Chief Rhome.  
I Am trying to rebuild my life, AND I WANT  
him to LEAVE me Alone. = All my MARRIED  
Life - ~~Leave~~ I have Been ABUSE. I was  
MARRIED while scott WAS IN the NAVY - AND IT  
WAS very hard to get out or help.

FOR THE REASONS SET FORTH ABOVE, I REQUEST THAT THE COURT ENTER A TEMPORARY ORDER, and AFTER HEARING, A FINAL ORDER THAT WOULD DO THE FOLLOWING (check forms of relief requested):

Restrain Defendant from abusing, threatening, harassing, or stalking Plaintiff and/or the minor child(ren) in any place where they may be found.

Evict/exclude Defendant from Plaintiff's residence and prevent Defendant from living at or attempting to enter any temporary or permanent residence of the Plaintiff.

Require Defendant to provide Plaintiff and/or minor children with other suitable housing.

Award Plaintiff temporary custody of the minor child(ren) and place appropriate restrictions on contact between Defendant and the child(ren).

Prohibit Defendant from having any contact with Plaintiff and/or the minor child(ren), either in person, by telephone, or in writing, personally or through third persons, including but not limited to any contact at Plaintiff's school, business, or place of employment, except as the court may find necessary with respect to partial custody and/or visitation with the minor children.

Prohibit Defendant from having any contact with Plaintiff's relatives and Plaintiff's children listed in this Petition, except as the court may find necessary with respect to partial custody and/or visitation with the minor children.

Order Defendant to temporarily relinquish weapons to the Sheriff of this County and prohibit Defendant from transferring, acquiring or possessing any such weapons for the duration of the Order.

Direct Defendant to pay Plaintiff for the reasonable financial losses suffered as the result of the abuse, to be determined at the hearing.

Order Defendant to pay the costs of this action, including filing and service fees.

Order Defendant to pay Plaintiff's reasonable attorney's fees.

Grant such other relief as the Court deems appropriate.

Order the police or other law enforcement agency to serve Defendant with a copy of this Petition, any Order issued, and the Order for hearing. I will inform the police of any addresses, other than Defendant's residence, where he or she can be served.

### VERIFICATION

I verify that I am the Petitioner in the present action and that the facts and statements contained in the above Petition are true and correct to the best of my knowledge, information, and/or belief.

I understand that any false statements are made subject to the penalties of 18 Pa. C.S. Section 4094, relating to Unsworn Falsification to Authorities.

Date: 1/03/00

Angela Morris  
PETITIONER

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

PHYLLIS E. NIESSNER,

PLAINTIFF

vs.

NO. 2000 - 14 - C.D. (PNO)

SCOTT E. NIESSNER,

DEFENDANT

(d.o.b. November 19, 1959)

(S.S.# 201 - 50 - 4478)

**TEMPORARY PROTECTION FROM ABUSE ORDER**

AND NOW, this 4<sup>th</sup> day of JANUARY, 2000, (ISD) upon consideration of the attached Petition for Protection From Abuse, the Court hereby enters the following TEMPORARY ORDER:

( X ) 1. The Defendant shall refrain from *abusing, harassing, and threatening* the Plaintiff and the minor child(ren) or placing her/him/them in fear of abuse in any place where she/he/they may be found.

( ) 2. Defendant shall not threaten or harass a member of the Plaintiff's family or household.

( ✓ ) 3. Plaintiff is granted exclusive possession of the residence where she/he resides which is located at:

126 S 2nd ST Apt 4 CLEARFIELD

[ ] a confidential location, and any subsequent address in which Plaintiff resides during pendency of this Order.

( ✓ ) 4. Defendant is prohibited from having any contact with Plaintiff at any location, including but not limited to any contact at Plaintiff's school, business, or place of employment.

( ✓ ) 5. Defendant is restrained from making any communication with the Plaintiff, including but not limited to, personal, written or telephone contact, or others with whom the communication would be likely to cause annoyance or alarm the Plaintiff.

( ) 6. Pending the outcome of the final hearing in this matter, Plaintiff is awarded temporary custody of the following minor child(ren):

The local law enforcement agency in the jurisdiction where the child(ren) are located shall ensure that the child(ren) are placed in the care and control of the Plaintiff in accordance with the terms of this Order.

(  ) 7. Defendant is prohibited from possessing and/or purchasing a firearm or other weapon. Defendant shall immediately relinquish the following weapons to the local law enforcement agency for delivery to the Sheriff's Office:

ALL GUNS

( ) 8. The following additional relief is granted:

( X ) 9. A COPY OF THIS ORDER SHALL BE SERVED ON THE LAW ENFORCEMENT AGENCY WHERE PLAINTIFF RESIDES AND ANY OTHER AGENCY SPECIFIED HEREAFTER:

( ) 10. THIS ORDER SUPERSEDES [ ] ANY PRIOR PFA ORDER AND [ ] ANY PRIOR ORDER RELATING TO CHILD CUSTODY.

( X ) 11. THIS ORDER APPLIES IMMEDIATELY TO DEFENDANT AND SHALL REMAIN IN EFFECT UNTIL MODIFIED OR TERMINATED BY THIS COURT AFTER NOTICE AND HEARING. (EXP)

#### NOTICE TO THE DEFENDANT

Defendant is hereby notified that violation of this Order may result in arrest for Indirect Criminal Contempt, which is punishable by a fine of up to \$1,000.00 and/or up to six months in jail. 23 Pa.C.S. Section 6114. Consent of the Plaintiff to Defendant's return to the residence shall not invalidate this Order, which can only be changed or modified through the filing of appropriate court papers for that purpose. 23 Pa.C.S. Section 6113. Defendant is further notified that violation of this Order may subject him/her to state charges and penalties under the Pennsylvania Crimes Code and to federal charges and penalties under the Violence Against Women Act, 18 U.S.C. Sections 2261-2262.

#### NOTICE TO LAW ENFORCEMENT OFFICIALS

THIS ORDER SHALL BE ENFORCED BY THE POLICE WHO HAVE JURISDICTION OVER THE PLAINTIFF'S RESIDENCE 'OR' ANY LOCATION WHERE A VIOLATION OF THIS ORDER OCCURS 'OR' WHERE THE DEFENDANT MAY BE LOCATED. IF DEFENDANT VIOLATES ANY PROVISIONS OF THIS ORDER, DEFENDANT SHALL BE ARRESTED ON THE CHARGE OF INDIRECT CRIMINAL CONTEMPT. AN ARREST FOR VIOLATION OF THIS ORDER MAY BE MADE WITHOUT WARRANT, BASED SOLELY ON PROBABLE CAUSE, WHETHER OR NOT THE VIOLATION IS COMMITTED IN THE PRESENCE OF LAW ENFORCEMENT.

SUBSEQUENT TO AN ARREST, THE LAW ENFORCEMENT OFFICER SHALL SEIZE ALL WEAPONS USED OR THREATENED TO BE USED DURING THE VIOLATION OF THIS ORDER 'OR' DURING PRIOR INCIDENTS OF ABUSE. WEAPONS MUST FORTHWITH BE DELIVERED TO THE SHERIFF'S OFFICE OF THE COUNTY WHICH ISSUED THIS ORDER, WHICH OFFICE SHALL MAINTAIN POSSESSION OF THE WEAPONS UNTIL FURTHER ORDER OF THIS COURT, UNLESS THE WEAPON(S) ARE EVIDENCE OF A CRIME, IN WHICH CASE, THEY SHALL REMAIN WITH THE LAW ENFORCEMENT AGENCY WHOSE OFFICER MADE THE ARREST.

12. Hearing on this Petition is scheduled for the 17th day of January, 2000 at 9 : 00 a.m. before Hearing Officer Warren B. Mikesell, II, Esquire, third floor, Clearfield County Courthouse Annex, Domestic Relations Office Conference Room, Clearfield, Pennsylvania. Please note: The only persons permitted to attend this hearing are the Plaintiff, Defendant and any witness(es) which Plaintiff and/or Defendant have requested to be present. All other persons will be asked to leave, but are permitted to wait on the first floor of the Courthouse Annex for the hearing to end. The hearing is scheduled for one (1) hour only.

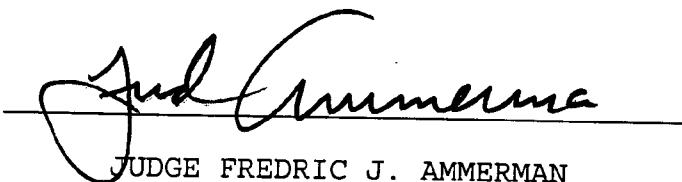
**Absolutely no continuances of the hearing shall be granted unless by Order of Court. The Hearing Officer shall not continue any hearing due to either party's request for counsel as neither party has an absolute right to be represented by counsel in civil Protection From Abuse proceedings.**

13. **THE PLAINTIFF AND DEFENDANT ARE HEREBY DIRECTED TO PROVIDE TO THE HEARING OFFICER AT THE HEARING A CURRENT PHOTOGRAPH OF THEMSELVES.**

If the Plaintiff fails to appear for the hearing as set forth in Paragraph 12 above or any subsequent Protection From Abuse hearing, the Plaintiff is advised that filing fee and costs may be assessed against the Plaintiff and that the action may automatically be dismissed.

If the Defendant fails to appear for the hearing as set forth in Paragraph 12 above or any subsequent Protection From Abuse hearing, the Defendant is advised that filing fee and costs may be assessed against the Defendant in addition to the entry of an Order.

BY THE COURT



JUDGE FREDRIC J. AMMERMAN

FILED

UNN 05 2000  
11/391 C.C. + 164 PSP  
William A. Shaw  
Prothonotary & C.C. Clerk.

1 Dec 1916 1 C.C. Chld. two adults *adult*

(2)

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

PHYLLIS E. NIESSNER, :  
Plaintiff :  
:  
vs. : NO. 2000-14-C.D.  
:  
SCOTT E. NIESSNER, :  
Defendant :  
:

**FILED**

**JAN 17 2000**

**PROTECTION FROM ABUSE FINAL ORDER OF COURT** William A. Shaw  
Prothonotary

Plaintiff's Address: 126 S. 2nd St. Apt #1 Clearfield PA 16830

Plaintiff's Social Security Number: 183-64-2588

Plaintiff's Date of Birth: October 13, 1970

Counsel of Record for Plaintiff: N/A

Defendant's Address: 223 Maplewood Drive Johnstown PA 15904

Defendant's Social Security Number: 201-50-4476

Defendant's Date of Birth: November 19, 1959

Counsel of Record for Defendant: N/A

Names of ALL PROTECTED PERSONS, [Plaintiff and/or minor children]:

Phyllis E. Niesner

AND NOW, this 17th day of January, 2000, an action under the Protection From Abuse Statute having been filed by the Plaintiff; the Petition and Notice of said Hearing having been served on the Defendant by the Clearfield County Sheriff's Office on or about January 7, 2000;

Plaintiff  having appeared or  having failed to appear;  
Defendant  having appeared or  having failed to appear;  
 following a full Hearing or  
 by Consent Order - *without determination of facts on the underlying complaint*;

upon consideration of the Petition in the above-captioned case, the following Order is Issued:

Plaintiff's request for a Final Protection Order is DENIED; or  
 Plaintiff's request for a Final Protection Order is GRANTED subject to the following terms and conditions:

1. Except as otherwise provided in Paragraph 2, the Defendant is:

01 a. Directed to refrain from abusing, harassing, threatening or stalking Plaintiff or the minor child(ren) named as Protected Persons above.

02 b. Directed to refrain from threatening any member of Plaintiff's immediate family or household.

03 c. Defendant is completely excluded from the residence located at  
Clearfield,

(township) Clearfield Borough, Clearfield County, Pennsylvania or any other residence where Plaintiff may live. Exclusive possession of the residence is granted to Plaintiff; Defendant shall have no right or privilege to enter or be present on the premises.

04 d. Prohibited from entering the residence, place of employment, business or school of the Plaintiff and/or the minor child(ren).  
Name(s) of Plaintiff and/or minor children is/are listed on Page 1 of this Final Order under ALL PROTECTED PERSONS.

05 e. Prohibited from having ANY CONTACT with:  
Plaintiff, Phyllis S Niessner, or  
Plaintiff's minor child(ren) NA

Contact with the Plaintiff and/or the minor child(ren) herein listed shall include, but not be limited to, personal, written and/or telephone contact.

2. Temporary custody of the below named child(ren) is awarded to:

a. The *Plaintiff*  
 b. The *Defendant*

06 The child(ren)'s name(s) is/are: \_\_\_\_\_

until final Order of Court or as per Addendum "A" attached to this Order.

Visitation shall be as per Addendum "A", and/or: \_\_\_\_\_

07 3. Defendant shall immediately turn over to the local law enforcement agency, or deliver to the Sheriff's Office, any and all weapons used or threatened to be used by Defendant in an act of abuse against Plaintiff and/or the minor child(ren). Defendant is prohibited from acquiring or possessing any other like or similar weapons for the duration of this Order.

08 4. The Plaintiff/Defendant is/are ORDERED to provide the following additional relief:

Mail to Defendant his personal medals and awards.

08 5. The Plaintiff/Defendant is ORDERED to permit the Plaintiff/Defendant to return to the Plaintiff's/Defendant's residence, as herein described, on \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_:\_\_\_\_ a.m./p.m. and \_\_\_\_:\_\_\_\_ a.m./p.m. for the sole purpose of permitting the Plaintiff/Defendant to retrieve items of personal property belonging to Plaintiff/Defendant. Any items of personal property in dispute as to ownership shall remain at the Plaintiff's/Defendant's residence until the Court of proper jurisdiction shall have determined its rightful owner. There shall be no conversation as to the basis or circumstances surrounding this Order or the nature of the Plaintiff and Defendant's broken relationship.

6. Defendant shall pay \$ \_\_\_\_\_ to Plaintiff as compensation for Plaintiff's losses, which are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. The Plaintiff/Defendant shall provide the Clearfield County Prothonotary a recent photograph of herself/himself within fifteen (15) days of this Order.

8. The Plaintiff/Defendant shall pay the costs and fees of this suit within FORTY-FIVE (45) DAYS of the date of this Order to the Clearfield County Protection From Abuse Coordinator's Office located on the second floor in the Annex of the Clearfield County Courthouse (230 East Market Street, Clearfield, PA 16830):

Prothonotary's Office.....	filing fee:	\$ 80.00
Prothonotary's Office.....	state assessment fee:	\$ 0.00
Sheriff's Office.....	service fee:	\$ 84.00
Hearing Officer.....	fee:	\$ 40.00
Hearing Officer.....	costs:	\$ 20.00
Administrative.....	costs:	\$ 10.00
Additional Relief.....(see Paragraph 7):		\$ 0.00
Other.....	costs:	\$ 0.00

**TOTAL AMOUNT DUE:** \$ 234.00

**PLEASE SUBMIT A MONEY ORDER MADE PAYABLE TO "PROTHONOTARY'S OFFICE" AS PAYMENT. NO OTHER FORM OF PAYMENT WILL BE ACCEPTED BY THE COORDINATOR.**

PLAINTIFF'S share of fees and costs: 0 % / \$ 0.00

DEFENDANT'S share of fees and costs: 100 % / \$ 234.00

**ALL COSTS PERTAINING TO THIS ACTION MUST BE PAID WITHIN THE FORTY-FIVE (45) DAY PERIOD. FAILURE TO COMPLY WITH THIS PROVISION OF THIS 'FINAL ORDER' WILL RESULT IN THE RESPONSIBLE PARTY BEING IN CONTEMPT AND IN THE AUTOMATIC**

ISSUANCE OF A BENCH WARRANT FOR THAT PARTY'S ARREST WITHOUT FURTHER NOTICE OR HEARING. THERE WILL BE ADDITIONAL COSTS ASSIGNED ONCE THE BENCH WARRANT HAS BEEN ISSUED AND THE RESPONSIBLE PARTY WILL BE OBLIGED TO PAY ANY AND ALL ADDITIONAL COSTS RELATED THERETO.

The Plaintiff/Defendant shall ALSO be responsible for payment of all service fees registered with the Prothonotary's Office within thirty (30) days of the date of this Order. Payment shall be made directly to the Protection From Abuse Coordinator within the 45 day payment period.

- 9. In the event either party shall relocate or have a change of address, the said party shall immediately, in writing, notify the Court of same. Said writing shall contain the new address and shall reference the caption in this matter. All mail shall be addressed to the Protection From Abuse Coordinator, 230 East Market Street, Clearfield, Pennsylvania 16830.
- 10. BRADY INDICATOR.      [ ] YES response      [X] NO response
  - a. The **Plaintiff** or protected person(s) is a spouse, former spouse, a person who cohabits or has cohabited with the **Defendant**, a parent or a common child, a child of that person, or a child of the **Defendant**.
  - b. This Order is being entered either in lieu of a full hearing and by consent of both parties, OR following a full hearing during which the **Defendant** was present and had an opportunity to be heard or of which the **Defendant** received actual notice thereof and failed to appear.
  - c. Paragraph 1(a) of this Order has been checked to restrain the **Defendant** from harassing, stalking, or threatening the Plaintiff or the listed protected persons.
  - d. The **DEFENDANT** represents:
    - i. A credible threat to the physical safety of the **Plaintiff** or the other listed protected person(s); OR
    - ii. The terms of this Order prohibit the **DEFENDANT** from using, attempting to use, or threatening to use physical force against the **Plaintiff** or the listed protected person(s) that would reasonably be expected to cause bodily injury.
- 11. *This Order supersedes*
  - [ ] any prior Protection From Abuse Order **AND/OR**
  - [ ] any prior Order of Court relating to child custody.
- 12. All provisions of this Order shall expire in one year, on January 17, 2001.

NOTICE TO THE DEFENDANT

VIOLATION OF THIS ORDER MAY RESULT IN YOUR ARREST ON THE CHARGE OF INDIRECT CRIMINAL CONTEMPT WHICH IS PUNISHABLE BY A FINE OF UP TO \$1,000 AND/OR A JAIL SENTENCE OF UP TO SIX MONTHS. 23 PA. C.S. § 6114. VIOLATION MAY ALSO SUBJECT YOU TO PROSECUTION AND CRIMINAL PENALTIES UNDER THE PENNSYLVANIA CRIMES CODE. THIS ORDER IS ENFORCEABLE IN ALL FIFTY (50) STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, U.S. TERRITORIES AND THE COMMONWEALTH OF PUERTO RICO UNDER THE VIOLENCE AGAINST WOMEN ACT, 18 U.S.C. SECTION 2265. IF YOU TRAVEL OUTSIDE OF THE STATE AND INTENTIONALLY VIOLATE THIS ORDER, YOU MAY BE SUBJECT TO FEDERAL CRIMINAL PROCEEDINGS UNDER THAT ACT. 18 U.S.C. §§ 2261-2262. IF PARAGRAPH 12 OF THIS ORDER HAS BEEN CHECKED, YOU MAY BE SUBJECT TO FEDERAL PROSECUTIONS AND PENALTIES UNDER THAT "BRADY" PROVISION OF THE GUN CONTROL ACT, 18 U.S.C. § 922(G), FOR POSSESSION, TRANSPORT OR RECEIPT OF FIREARMS OR AMMUNITION.

NOTICE TO LAW ENFORCEMENT OFFICIALS

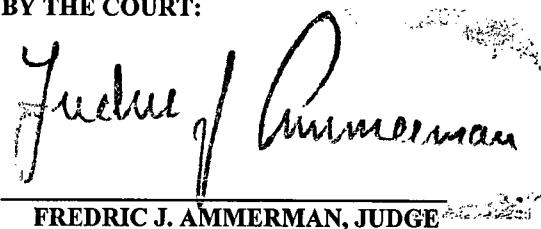
THE POLICE WHO HAVE JURISDICTION OVER THE PLAINTIFF'S RESIDENCE OR ANY LOCATION WHERE A VIOLATION OF THIS ORDER OCCURS OR WHERE THE DEFENDANT MAY BE LOCATED, SHALL ENFORCE THIS ORDER. AN ARREST FOR VIOLATION OF PARAGRAPHS 1 THROUGH 5 OF THIS ORDER MAY BE WITHOUT WARRANT, BASED SOLELY ON PROBABLE CAUSE, WHETHER OR NOT THE VIOLATION IS COMMITTED IN THE PRESENCE OF THE POLICE. 23 PA. C.S. § 6113. SUBSEQUENT TO AN ARREST, THE POLICE OFFICER SHALL SEIZE ALL WEAPONS USED OR THREATENED TO BE USED DURING THE VIOLATION OF THE PROTECTION ORDER OR DURING PRIOR INCIDENTS OF ABUSE. THE CLEARFIELD COUNTY SHERIFF'S OFFICE SHALL MAINTAIN POSSESSION OF THE WEAPONS UNTIL FURTHER ORDER OF THIS COURT. WHEN THE DEFENDANT IS PLACED UNDER ARREST FOR VIOLATION OF THE ORDER, THE DEFENDANT SHALL BE TAKEN TO THE APPROPRIATE AUTHORITY OR AUTHORITIES BEFORE WHOM DEFENDANT IS TO BE ARRAIGNED. A "COMPLAINT FOR INDIRECT CRIMINAL CONTEMPT" SHALL THEN BE COMPLETED AND SIGNED BY THE POLICE OFFICER OR THE PLAINTIFF. PLAINTIFF'S PRESENCE AND SIGNATURE ARE NOT REQUIRED TO FILE THE COMPLAINT. IF SUFFICIENT GROUNDS FOR VIOLATION OF THIS ORDER ARE ALLEGED, THE DEFENDANT SHALL BE ARRAIGNED, BOND SET AND BOTH PARTIES GIVEN NOTICE OF THE DATE OF HEARING.

BY THE COURT:



WARREN B. MIKESELL, II, ESQUIRE

BY THE COURT:



FREDRIC J. AMMERMAN

Travis Ellinson  
PLAINTIFF  
Scott E. R.  
DEFENDANT

COUNSEL FOR PLAINTIFF

COUNSEL FOR DEFENDANT

FILED

JAN 17 2000  
D. Ross  
William A. Shaw  
Prothonotary  
1CC Shrub  
FEB 10

(3)

## IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NEISSNER, PHYLLIS E.  
VS  
NEISSNER, SCOTT E.

00-14-CD

## PROTECTION FROM ABUSE

## SHERIFF RETURNS

NOW JANUARY 6, 2000 BOB KOLAR, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN PFA ON SCOTT E. NEISSNER, DEFENDANT.

NOW JANUARY 7, 2000 SERVED THE WITHIN PFA ON SCOTT E. NEISSNER, DEFENDANT BY DEPUTIZING THE SHERIFF OF CAMBRIA COUNTY. THE RETURN OF SHERIFF KOLAR IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

37.50 SHFF. HAWKINS PAID BY: PROTH.  
36.50 SHFF. KOLAR PAID BY: PROTH.  
10.00 SURCHARGE PAID BY: PROTH.

SWORN TO BEFORE ME THIS

16th DAY OF March 2000  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Harr*

CHESTER A. HAWKINS  
SHERIFF

FILED

MAR 16 2000  
8:130 pm  
William A. Shaw  
Prothonotary E  
KBB

CASE # PLAINTIFF  
90003-00 PHYLLIS E NIESSNER  
DATE 1/07/00

DEFENDANT  
SCOTT E NIESSNER 00-14-CD

AT 11:30 A.M. SERVED ORDER/PETITION UPON SCOTT E NIESSNER  
BY HANDING A TRUE AND ATTESTED COPY THEREOF TO HIM  
PERSONALLY AT MAPLEWOOD DRIVE, JOHNSTOWN, CAMBRIA COUNTY,  
PA AND MAKING CONTENTS THEREOF KNOWN TO HIM. MY COSTS  
PAID BY CLEARFIELD COUNTY SHERIFF'S DEPARTMENT.

SO ANSWERS,

*Bob Kolar*

SHERIFF

SHERIFF COSTS \$33.50  
NOTARY FEE \$ 3.00  
TOTAL COSTS \$36.50

SWORN AND SUBSCRIBED TO BEFORE ME THIS 14 DAY OF  
MARCH, 2000.

PROTHONOTARY Patty Berkabile

C A M B R I A   C O U N T Y

S H E R I F F

=====

3/13/00

CHESTER A. HAWKINS, SHERIFF  
COURTHOUSE  
ONE NORTH 2ND ST. STE. 116  
CLEARFIELD,  
PA 16830-0000

BOB KOLAR, SHERIFF  
CAMBRIA COUNTY  
PENNSYLVANIA

STATEMENT

BOB KOLAR, SHERIFF SHERIFF, CAMBRIA COUNTY, PA	CIVIL REC & DOCKETING & R	9.00
	CIVIL SERVICE	9.00
	GENERAL MILEAGE	15.50
	PROTHONOTARY NOTARY	3.00
PHYLLIS E NIESSNER 90003-00		
2000-14 (90003-00) PAY OFF OF PFA CO		
PHYLLIS E NIESSNER		
VS		
SCOTT E NIESSNER 00-14-CD		
C/O PARENTS		

CHESTER A. HAWKINS, SHERIFF  
COURTHOUSE  
ONE NORTH 2ND ST. STE. 116  
CLEARFIELD, PA 16830

TOTAL COSTS.....	36.50
TOTAL RECEIPTS	36.50



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

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

DARLENE SHULTZ  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

MARGARET PUTT  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PHYLLIS E. NIESSNER

NO. 00-14-CD

VS

ACTION: PROTECTION FROM ABUSE

SCOTT E. NIESSNER

SERVE BY: ASAP

or

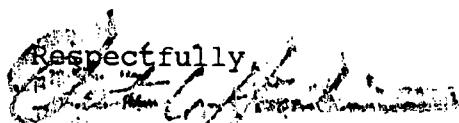
HEARING DATE: 1/17/00 @ 9:00 am

\*\*\*\*\*  
SERVE: SCOTT E. NIESSNER

\*\*\*\*\*  
ADDRESS: c/o parents, Maplewood Drive, Johnstown, Pa.

\*\*\*\*\*  
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 CAMBRIA County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 6th day of JANUARY 2000.

Respectfully,  


CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: PLEASE CALL OUR OFFICE WHEN SERVED WITH YOUR COSTS...

PLAINTIFF'S FULL NAME/(PLN)(PPN): Phyllis Elaine Neeser  
MALE/(PSX):        FEMALE/(PSX):        RACE/(PPR)(PLR): white  
PLAINTIFF'S DATE OF BIRTH/(PLB)(PPB): 10/13/70 AGE: 29  
PLAINTIFF'S TELEPHONE NUMBER: (814) 702-8528 (residence)  
PLAINTIFF'S TELEPHONE NUMBER: (814) 577-778 (work)  
PLAINTIFF'S/(PLA)(PPA) ADDRESS: 246 S 2nd St Apt 4  
CITY/(PLC)(PPC): Clearfield  
STATE/(PLS)(PPS): PA ZIP CODE/(PLZ)(PPZ): 16830  
HEIGHT: 5'3 WEIGHT: 118 lbs  
SKINTONE: white  
HAIR COLOR: brown EYE COLOR: brown GLASSES: no  
PLAINTIFF'S SOCIAL SECURITY NUMBER: 193-64-2588

THIS INFORMATION IS REQUIRED FOR THIS OFFICE TO PROCESS THIS PETITION

NAME OF LAW ENFORCEMENT AGENCY (POLICE DEPARTMENT/STATE POLICE) IN  
THE AREA IN WHICH YOU LIVE:

Clearfield - Borough

NAME OF LAW ENFORCEMENT AGENCY (POLICE DEPARTMENT/STATE POLICE) IN  
THE AREA IN WHICH THE INCIDENT TOOK PLACE:

Clearfield Borough

00-20-CD

NBOC BANK -vs- CRAIG A. HEPFER et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

NBOC BANK

CIVIL DIVISION

Plaintiff

vs.

④ CRAIG A. HEPFER  
③ CHRISTINE A. HEPFER

Defendants

NO. 00-20-CD

TYPE OF PLEADING:  
CIVIL ACTION - COMPLAINT IN  
MORTGAGE FORECLOSURE

FILED ON BEHALF OF:  
NBOC BANK, Plaintiff

I hereby certify that the address  
of the Plaintiff is  
600 Philadelphia Street  
Indiana, PA 15701

and the last known address of  
the Defendants is  
RD Box 103  
Market Street  
Coalport, PA 16627

and the location of the property is:  
RD Box 103  
Market Street  
Coalport, PA 16627

COUNSEL OF RECORD FOR THIS  
PARTY:  
David R. Tomb, Jr., Esquire  
PA I.D. No. 05847  
402 Indiana Theatre Building  
Indiana, PA 15701  
TELEPHONE: (724) 463-8538

Gary Knaresboro, Esquire  
PA I.D. No. 52097  
218 South Second Street  
Clearfield, PA 16830  
TELEPHONE: (814) 765-5552

FILED

JAN 06 2000

William A. Shaw  
Prothonotary

NBOC BANK	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:	NO. CD 1999
CRAIG A. HEPFER	:	MORTGAGE FORECLOSURE
CHRISTINE A. HEPFER,	:	
Defendants	:	

NOTICE

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

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

Court Administrator  
Court of Common Pleas of Clearfield County  
Court House  
Clearfield, PA 16830

Phone: (814) 765-2641 (Extension 5982)

NBOC BANK	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:	NO. CD 1999
CRAIG A. HEPFER	:	MORTGAGE FORECLOSURE
CHRISTINE A. HEPFER,	:	
Defendants	:	

COMPLAINT

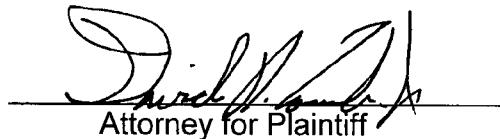
1. Plaintiff is NBOC Bank, a Pennsylvania Bank, having its principal office in the Borough of Indiana, Indiana County, Pennsylvania.
2. Defendants are Craig A. Hepfer and Christine A. Hepfer, Mortgagors, whose last known address is RD Box 103, Market Street, Coalport, PA 16627.
3. On October 30, 1997, Craig A. Hepfer and Christine A. Hepfer, Defendants, made, executed and delivered a mortgage and note upon the premises therein described to NBOC Bank, Plaintiff, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County in Record Book 1883, page 412. A copy of said mortgage and the accompanying note are attached hereto and marked Exhibit "A".
4. Said mortgage has not been assigned.
5. The premises subject to said mortgage is described in the mortgage in Exhibit "A".
6. The above mentioned premises are the same premises the title to which became vested in Craig A. Hepfer and Christine A. Hepfer, by deed from the Estate of Luetta Myers, dated October 25, 1997, of record in Record Book 1883, page 407.
7. The said mortgage is in default because the payment due June 14, 1999, and all payments thereafter have not been paid by the Defendants.

8. The following amounts are due on the mortgage:

A. Principal	\$25,371.38
B. Interest	346.42
C. Attorney's collection fee as per terms of the mortgage	<u>1,250.00</u>
Total	\$26,967.80

9. Notices given Defendants pursuant to Act 6 and Act 91 are attached hereto and marked Exhibit "B".

WHEREFORE, Plaintiff demands judgment against Defendants, Craig A. Hepfer and Christine A. Hepfer, in the amount of \$26,967.80.



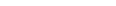
\_\_\_\_\_  
Daniel W. Johnson  
Attorney for Plaintiff



\_\_\_\_\_  
Greg A. Hepfer  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF INDIANA )

On this 3<sup>rd</sup> day of Dec. 1999, before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared MARTIN D. CRIBBS, who, being duly sworn according to law, acknowledged that he is Vice President of NBOC Bank, and that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge and belief.

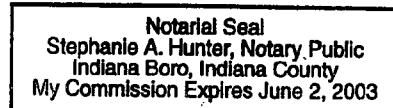
  
Martin D. Cribbs

Martin D. Cribbs

Sworn and subscribed to before me  
this 3 day of Dec. 1999.

Stephanie A. Hunter  
Notary Public

## Notary Public



**RECORDATION REQUESTED BY:**

NBOC BANK  
709 Hannah St.  
Houtzdale, PA 16651

**WHEN RECORDED MAIL TO:**

NBOC BANK  
Loan Servicing Center  
P. O. Box 400  
Indiana, PA 15701-0400

**SEND TAX NOTICES TO:**

Craig A Hepfer and Christine A Hepfer  
Union St, RD 1 Box 51  
Coalport, PA 16627

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**  
**THIS IS A PURCHASE MONEY MORTGAGE**

**THIS MORTGAGE IS DATED OCTOBER 30, 1997, between Craig A Hepfer and Christine A Hepfer, husband & wife, whose address is Union St, RD 1 Box 51, Coalport, PA 16627 (referred to below as "Grantor"); and NBOC BANK, whose address is 709 Hannah St, Houtzdale, PA 16651 (referred to below as "Lender").**

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

**ALL THAT CERTAIN PARCEL SITUATED IN THE TOWNSHIP OF BECCARIA, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED 10/25/97, OF RECORD IN CLEARFIELD COUNTY, DEED BOOK VOLUME       , PAGE       , AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.**

**The Real Property or its address is commonly known as RD Box 103, Market St, Coalport, PA 16627.**

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means Craig A Hepfer and Christine A Hepfer. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means NBOC BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated October 30, 1997, in the original principal amount of \$30,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is October 4, 2010.

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

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

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C.

Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or, (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUDE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

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

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

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

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

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

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

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**TAX AND INSURANCE RESERVES.** Upon request by Lender and subject to applicable law, Grantor shall pay to Lender each month on the day payments are due under the Note until the Note is paid in full, a sum ("Escrow Funds") equal to one-twelfth of (a) all annual taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property and (b) annual premiums for policies of fire insurance with all risks standard extended coverage required under this Mortgage ("Escrow Items"). Lender may estimate the amount of Escrow Funds

Escrow Items when due. Lender will not charge for holding and applying the Escrow Funds, analyzing the account, or verifying the Escrow Items, unless Lender pays Grantor interest on the Escrow Funds and applicable law permits Lender to make such a charge. Grantor and Lender may agree in writing that interest shall be paid on the Escrow Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest or earnings on the Escrow Funds. The Escrow Funds are pledged as additional security for the amounts secured by this Mortgage. If the amount of the Escrow Funds held by Lender, together with the future monthly payments of Escrow Funds prior to the due dates of the Escrow Items, shall exceed the amount required to pay the Escrow Items when due, the excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor in scheduled payments of Escrow Funds. If the amount of the Escrow Funds held by Lender is not sufficient to pay the Escrow Items when due, Grantor shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

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

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

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

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

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

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

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

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

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

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

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

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

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

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

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

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

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

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

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

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

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

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

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

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

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

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

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by facsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**ARBITRATION:**

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA.C.S.A. Section 7301 *et seq.* and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

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

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

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

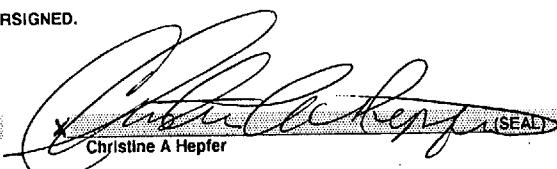
**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

  
X \_\_\_\_\_ Craig A. Hepfer (SEAL)

  
X \_\_\_\_\_ Christine A. Hepfer (SEAL)

Signed, acknowledged and delivered in the presence of:

X \_\_\_\_\_ Witness

X \_\_\_\_\_ Witness

Signed, acknowledged and delivered in the presence of:

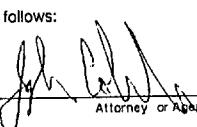
X \_\_\_\_\_ Witness

X \_\_\_\_\_ Witness

#### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, NBBC BANK, herein is as follows:

709 Hannah St., Houtzdale, PA 16651

X \_\_\_\_\_   
Attorney or Agent for Mortgagor

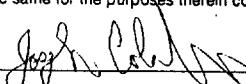
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)  
COUNTY OF Clearfield)  
) ss

On this, the 30 day of July, 1997, before me \_\_\_\_\_, the  
undersigned Notary Public, personally appeared Craig A Hepfer and Christine A Hepfer, known to me (or satisfactorily proven) to be the person  
whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official

NOTARIAL SEAL  
JOSEPH COLAVECCHI, Notary Public  
Clearfield Boro, Clearfield County, Pa.  
My Commission Expires June 2, 2000

  
Notary Public in and for the State of \_\_\_\_\_

# PROMISSORY NOTE

Principal \$30,000.00	Loan Date 10-30-1997	Maturity 10-04-2010	Loan No 1108620	Call m020	Collateral 01	Account	Officer WLB	Initials
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** Craig A Hepfer (SSN: 205-54-1441)  
Christine A Hepfer (SSN: 184-54-2444)  
Union St, RD 1 Box 51  
Coalport, PA 16627

**Lender:** NBOC BANK  
Houtzdale Office  
709 Hannah St.  
Houtzdale, PA 16651

**Principal Amount:** \$30,000.00

**Date of Note:** October 30, 1997

**Maturity Date:** October 4, 2010

**PROMISE TO PAY.** I promise to pay to NBOC BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty Thousand & 00/100 Dollars (\$30,000.00), together with interest on the unpaid principal balance from October 30, 1997, until paid in full.

**PAYMENT.** I will pay this loan in accordance with the following payment schedule:

52 consecutive bi-weekly principal and interest payments of \$147.59 each, beginning November 17, 1997, with interest calculated on the unpaid principal balances at an interest rate of 2.000% per annum; and 285 consecutive bi-weekly principal and interest payments of \$147.27 each, beginning November 15, 1999, with interest calculated on the unpaid principal balances at an interest rate of 11.970% per annum. My final payment of \$147.27 will be due on October 4, 2010. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

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

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if I, after receiving written notice from Lender demanding cure of such default: (a) cure the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated October 30, 1997, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**ARBITRATION:**

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 *et seq.* and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER's right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**DEFERRED ORIGINATION FEES.** Lender has deferred payment of origination fees equal to 5.0% of the Principal Amount relating to this loan until pay-off of the loan. These fees will be waived by Lender when Borrower makes 130 bi-weekly payments on the scheduled payment dates.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

**THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

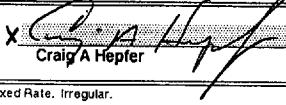
**BORROWER:**

**Exhibit "A"**

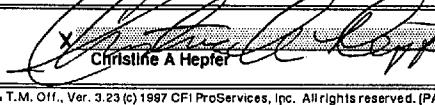
10-30-1997  
Loan No 1108620

PROMISSORY NOTE  
(Continued)

Page 2

  
X Craig A Hepfer

(SEAL)

  
X Christine A Hepfer

(SEAL)

Fixed Rate. Irregular.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. (PA-D20 5142.LN R19.OVL)

EXHIBIT "A"

ALL that certain piece or parcel of land situate in the Village of Rosebud, Township of Beccaria, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the public road, and alley; thence by said alley, South six (6) degrees West, one hundred sixty-one (161) feet to a point on Oak Alley; thence by said Alley North eighty-four (84) degrees West, one hundred and thirty-seven (137) feet to a point on Lot No. 168; thence by line of said Lot North six (6) degrees East one hundred and sixty-one (161) feet to a post on public road; thence by said public road South eighty-four (84) degrees East, one hundred and thirty-seven (137) feet to a point of beginning.

Being known and designated on James W. Spangle Plan of said Village as Lot No. 167.

BEING the same premises conveyed to Craig A. Hepfer and Christine A. Hepfer, his wife, from John L. Myers, Jr., Executor of the Estate of Luetta Myers, a/k/a Luetta E. Myers, by deed dated October 25, 1997, recorded at Clearfield in Volume , Page .

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> <ul style="list-style-type: none"><li>■ Complete items 1 and/or 2 for additional services.</li><li>■ Complete items 3, 4a, and 4b.</li><li>■ Print your name and address on the reverse of this form so that we can return this card to you.</li><li>■ Attach this form to the front of the mailpiece, or on the back if space does not permit.</li><li>■ Write "Return Receipt Requested" on the mailpiece below the article number.</li><li>■ The Return Receipt will show to whom the article was delivered and the date delivered.</li></ul>		<p>I also wish to receive the following services (for an extra fee):</p> <p>1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.</p>
3. Article Addressed to:  Craig A. Hepfer RR 1 Box 103 Coalport PA 16627-9720	4a. Article Number  Z 084 975 680	4b. Service Type  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
5. Received By: (Print Name)  <i>Craig A. Hepfer</i>	7. Date of Delivery  3-4-99	8. Addressee's Address (Only if requested and fee is paid)  
6. Signature: (Addressee or Agent)  <i>X Craig A. Hepfer</i>	102595-98-B-0229      Domestic Return Receipt	

Thank you for using Return Receipt Service.

Exhibit "B"



Central Offices • Northwest Corner  
Philadelphia and Sixth Streets  
Indiana, PA 15701-0400  
Mail Address: P.O. Box 400  
Telephone: 1-724-349-3400

March 2, 1999

CRAIG A HEPFER  
RR 1 BOX 103  
COALPORT PA 16627-9720

RE: #011-1108620

Dear Mr. Hepfer:

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by NBOC Bank (hereinafter we, us or ours) on your property located at RR 1 Box 103, Market Street, Coalport PA 16627 IS IN SERIOUS DEFAULT because you have not made the bi-weekly payment of \$178.99 for January 11, January 25, February 8 and February 22, and/or because

Late charges (and other charges) have also accrued to this date in the amount of \$22.14. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$738.10. You may cure this default, within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$738.10, plus any additional monthly payments and late charges which may fall due during this period. Such payments must be made either by cash, cashier's check, certified check or money order, and made at any branch of NBOC Bank.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose upon your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty 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 foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately April 2, 1999. A notice of the 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 will be by calling us at the following number: (724) 463-5680. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU 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. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED)). CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely,



Susan D. Stiteler  
Special Assets  
Assistant Manager

SDS/rsw



Central Offices • Northwest Corner  
Philadelphia and Sixth Streets  
Indiana, PA 15701-0400  
Mail Address: P.O. Box 400  
Telephone: 1-724-349-3400

IMPORTANT  
NOTICE OF HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1993  
PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR  
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS

March 2, 1999

CRAIG A HEPFER  
RR 1 BOX 103  
COALPORT PA 16627-9720

Your mortgage is in serious default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquent is \$738.10.

That sum includes the following: Bi-weekly payments of \$178.99 for January 11, January 25, February 8 and February 22, plus late charges and/or other fees of \$22.14.

Your mortgage is also in default for the following reasons:

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowner's Emergency Mortgage Assistance Act of 1983. (the "Act"). You may be eligible for emergency temporary assistance if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 have the right to arrange a "face-to-face" meeting with a counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. That meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a customer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for thirty (30) days after the date of that meeting.

The name, address and telephone number of our representative is:

Telephone \_\_\_\_\_

The name(s) and address(es) designated consumer credit counseling agency (ies) is (are):

CCCS of Western PA	ICCAP
662 N. Main Street	1689 Saltsburg Ave
Greensburg, PA 15601	Indiana, PA 15701 465-2657

It is only necessary to schedule a face-to-face meeting. You should advise this lender immediately of your intentions.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with the Pennsylvania Housing Finance Agency. The customer credit counseling agency will assist you in filling out your application. It must be filed or postmarked within thirty (30) days of your face-to-face meeting.

You must either mail your application to the Pennsylvania Housing Finance Agency, or you must file it at the office of one of the designated consumer credit counseling agencies listed above.

The Pennsylvania Housing Finance Agency is located at: 2101 North Front Street, P.O. Box 8029, Harrisburg, PA 17105. Telephone No. (717) 780-3800 or 1-800-342-2397 (toll free number).

An application for assistance may be obtain from this lender, from a consumer credit counseling agency, or directly from the Pennsylvania Housing Finance Agency.

It is extremely important that you file your application promptly. If you not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the agency under the eligibility criteria established by the act.

It is extremely important that your application is accurate and complete in every respect. The counseling agency will help you to fill out the application. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During the additional time, no foreclosure proceeding will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

(Enclosed also is) (you have already received) (in addition you will receive) another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, we cannot foreclose upon you during that time. Also, if you receive financial assistance from the Pennsylvania Housing Finance Agency, your home cannot be foreclosed upon while you are receiving that assistance.

Sincerely,



Susan D. Stiteler  
Special Assets  
Assistant Manager



Central Offices • Northwest Corner  
Philadelphia and Sixth Streets  
Indiana, PA 15701-0400  
Mail Address: P.O. Box 400  
Telephone: 1-724-349-3400

#### ACT 91 NOTICE

#### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

The Commonwealth of Pennsylvania's Homeowner's Emergency Mortgage Assistance Program may be able to help you. Read the following notice to find out how the program works.

If you need more information, call the Pennsylvania Housing Finance Agency at 1-800-342-2397.

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 Assistance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

<b>SENDER:</b> <ul style="list-style-type: none"> <li>■ Complete items 1 and/or 2 for additional services.</li> <li>■ Complete items 3, 4a, and 4b.</li> <li>■ Print your name and address on the reverse of this form so that we can return this card to you.</li> <li>■ Attach this form to the front of the mailpiece, or on the back if space does not permit.</li> <li>■ Write "Return Receipt Requested" on the mailpiece below the article number.</li> <li>■ The Return Receipt will show to whom the article was delivered and the date delivered.</li> </ul>		I also wish to receive the following services (for an extra fee): <ul style="list-style-type: none"> <li>1. <input type="checkbox"/> Addressee's Address</li> <li>2. <input type="checkbox"/> Restricted Delivery</li> </ul> Consult postmaster for fee.
3. Article Addressed to: <i>Christine A. Hepfer RR 1 Box 103 Coalport PA 16627-9720</i>		4a. Article Number <i>2 084 975 681</i>
		4b. Service Type <ul style="list-style-type: none"> <li><input type="checkbox"/> Registered</li> <li><input checked="" type="checkbox"/> Certified</li> <li><input type="checkbox"/> Express Mail</li> <li><input type="checkbox"/> Insured</li> <li><input checked="" type="checkbox"/> Return Receipt for Merchandise</li> <li><input type="checkbox"/> COD</li> </ul>
		7. Date of Delivery <i>3-4-99</i>
5. Received By: (Print Name) <i>Christine A. Hepfer</i>		8. Addressee's Address (Only if requested and fee is paid)
6. Signature: (Addressee or Agent) <i>X</i>		

PS Form 3811, December 1994

102595-98-B-0229 Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service.



Central Offices • Northwest Corner  
Philadelphia and Sixth Streets  
Indiana, PA 15701-0400  
Mail Address: P.O. Box 400  
Telephone: 1-724-349-3400

March 2, 1999

CHRISTINE A HEPFER  
RR 1 BOX 103  
COALPORT PA 16627-9720

RE: #011-1108620

Dear Ms. Hepfer:

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by NBOC Bank (hereinafter we, us or ours) on your property located at RR 1 Box 103, Market Street, Coalport PA 16627 IS IN SERIOUS DEFAULT because you have not made the bi-weekly payment of \$178.99 for January 11, January 25, February 8 and February 22, and/or because

Late charges (and other charges) have also accrued to this date in the amount of \$22.14. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$738.10. You may cure this default, within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$738.10, plus any additional monthly payments and late charges which may fall due during this period. Such payments must be made either by cash, cashier's check, certified check or money order, and made at any branch of NBOC Bank.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose upon your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.



Central Offices • Northwest Corner  
Philadelphia and Sixth Streets  
Indiana, PA 15701-0400  
Mail Address: P.O. Box 400  
Telephone: 1-724-349-3400

IMPORTANT  
NOTICE OF HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1993  
PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR  
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS

March 2, 1999

CHRISTINE A HEPFER  
RR 1 BOX 103  
COALPORT PA 16627-9720

Your mortgage is in serious default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquent is \$738.10.

That sum includes the following: Bi-weekly payments of \$178.99 for January 11, January 25, February 8 and February 22, plus late charges and/or other fees of \$22.14.

Your mortgage is also in default for the following reasons: \_\_\_\_\_.

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowner's Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 have the right to arrange a "face-to-face" meeting with a counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. That meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a customer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for thirty (30) days after the date of that meeting.

The name, address and telephone number of our representative is: \_\_\_\_\_

Telephone \_\_\_\_\_

The name(s) and address(es) designated consumer credit counseling agency (ies) is (are):

CCCS of Western PA

ICCAP

662 N. Main Street

1689 Saltsburg Ave

Greensburg, PA 15601

Indiana, PA 15701 465-2657

It is only necessary to schedule a face-to-face meeting. You should advise this lender immediately of your intentions.

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An application for assistance may be obtain from this lender, from a consumer credit counseling agency, or directly from the Pennsylvania Housing Finance Agency.

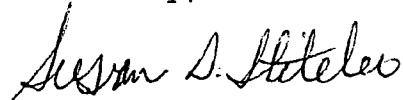
It is extremely important that you file your application promptly. If you not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the agency under the eligibility criteria established by the act.

It is extremely important that your application is accurate and complete in every respect. The counseling agency will help you to fill out the application. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During the additional time, no foreclosure proceeding will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

(Enclosed also is) (you have already received) (in addition you will receive) another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, we cannot foreclose upon you during that time. Also, if you receive financial assistance from the Pennsylvania Housing Finance Agency, your home cannot be foreclosed upon while you are receiving that assistance.

Sincerely,



Susan D. Stiteler  
Special Assets  
Assistant Manager

NO. 00- -CD

NBOC BANK

v.

Craig A. Hepfer  
Christine A. Hepfer

Complaint in Mortgage Foreclosure

FILED

JAN 06 2000  
John H. Knobler  
William A. Shaw  
Prothonotary  
\$80.00

cc: *John H. Knobler*

*Soubel, Collins & Knobler*  
ATTORNEYS & COUNSELORS AT LAW  
218 SOUTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-5552 (814) 765-6555

(2)

GARY KNARESBORO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK  
VS

HEPFER, CRAIG A.

00-20-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW JANUARY 13, 2000 AT 11:25 AM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON CRAIG A. HEPFER,  
DEFENDANT AT RESIDENCE RD BOX 103, MARKET ST., COALPORT,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CRAIG A.  
HEPFER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN  
MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.

SERVED BY: MCINTOSH/DILULLO

NOW JANUARY 13, 2000 AT 11:25 AM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTINE A. HEPFER,  
DEFENDANT AT RESIDENCE RD BOX 103, MARKET ST., COALPORT,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CRAIG HEPFER,  
HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT  
IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.

SERVED BY: MCINTOSH/DILULLO

82.57 SHFF. HAWKINS PAID BY: *atty*  
20.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

26th DAY OF January 2000  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS,

*Christine A. Hawkins*  
*Sgt. Marilyn Hamm*  
CHESTER A. HAWKINS  
SHERIFF

FILED

JAN 26 2000  
01929  
William A. Shaw  
Prothonotary  
*E*  
*123*



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CC: *[Handwritten signature]*

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

**FILED**

RE: 00-20-CD  
NBOC Bank  
Vs.  
Craig A. Hepfer et al

NOV 10 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in black ink that appears to read "David S. Meholick".

David S. Meholick  
Court Administrator



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-20-CD  
NBOC Bank  
Vs.  
Craig A. Hepfer et al

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in black ink that appears to read "David S. Meholick".

David S. Meholick  
Court Administrator



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-20-CD  
NBOC Bank  
Vs.  
Craig A. Hepfer et al

Dear Plaintiff/Defendant:

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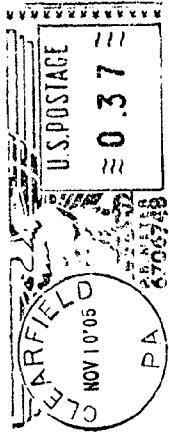
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By the Court,

A handwritten signature in black ink that appears to read "David S. Meholic".

David S. Meholic  
Court Administrator

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830



To avoid delay in delivery of your mail  
please return a form from the post office  
for mailing correspondence and packages  
of your correct address.

[REDACTED]  
Craig A. Hepfer  
Christine A. Hepfer  
RD Box 103  
Market Street  
Coalport, PA 15425

A  
 INSUFFICIENT ADDRESS  
 ATTEMPTED NOT KNOWN  
 NO SUCH NUMBER/STREET  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD

**R/T/S**  
RETURN TO SENDER

16530/0543 [REDACTED]

William A. Shaw  
Prothonotary/Clerk of Courts

NOV 16 2005  
FILED  
M/J/2005

DO-30-4



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
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November 10, 2005

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By the Court,

A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick  
Court Administrator

IN THE COURT OF COMMON PLEAS OF THE COUNTY OF CLEARFIELD  
COMMONWEALTH OF PENNSYLVANIA

NBOC BANK, : NO. 00-20-CD  
Plaintiff

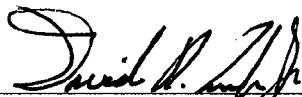
vs.

CRAIG A. HEPFER

PRAECIPE

TO THE PROTHONOTARY:

Please discontinue the above entitled action.

  
\_\_\_\_\_  
Attorney for Plaintiff  
David R. Tomb, Jr.  
PA I.D. No. 05847

FILED <sup>NO CC</sup>  
*m14:00:01*  
DEC 02 2005 Cert of Disc.  
William A. Shaw *to Atty*  
Prothonotary/Clerk of Courts  
Copy to CIA

**FILED**

**DEC 02 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

A simple line drawing of a document or file, consisting of a stack of three horizontal lines with a vertical line on the left side.

**COPY**

## CIVIL DIVISION

## NBOC Bank

VS.  
**Craig A. Hepfer**  
**Christine A. Hepfer**

No. 2000-00020-CD

## **CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 2, 2005, marked:

### Discontinued

Record costs in the sum of \$80.00 have been paid in full by David R. Tomb, Jr.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of December A.D. 2005.

---

William A. Shaw, Prothonotary

Philip L. Messmer  
Sect. no 2  
Sect. L. Messmer  
00-14-cD