

00-421-6u
DEPOSIT BANK -vs- JEFFREY A. LONDON et al

①

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

⑤ DEPOSIT BANK,
Plaintiff

vs

⑥ JEFFREY A. LONDON and ⑧ DIANE R.
LONDON,
Defendants

: NO. 00 - 421 - CD
:
: Type of Case: CIVIL
:
: Type of Pleading: COMPLAINT IN
: EQUITY AND MOTION FOR
: PRELIMINARY AND PERMANENT
: INJUNCTION
:
: Filed on Behalf of: PLAINTIFF
:
: Counsel of Record for this Party:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

FILED

APR 07 2000

William A. Shaw
Prothonotary

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

| | | |
|--------------------------------|---|---------------|
| DEPOSIT BANK, | : | |
| Plaintiff | : | |
| | : | No. 00 - - CD |
| vs | : | |
| | : | |
| JEFFREY A. LONDON and DIANE R. | : | |
| LONDON, | : | |
| Defendants | : | |

NOTICE

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
814-765-2641 Ex 50-51

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

DEPOSIT BANK, :
Plaintiff :
 : No. 98- -CD
vs :
 :
JEFFREY A. LONDON and DIANA R.:
LONDON, :
Defendants :

COMPLAINT AND MOTION FOR PRELIMINARY AND PERMANENT INJUNCTION

COMES NOW, the Plaintiff, Deposit Bank, by and through its attorney, Michael P. Yeager, Esquire, and files the within Complaint in equity with motions for preliminary and permanent injunctions and declaratory relief based upon causes of action whereof the following is a statement:

COUNT ONE

COMPLAINT IN EQUITY

1. The Plaintiff, Deposit Bank, is a division of First Commonwealth Bank, a Pennsylvania banking corporation, otherwise authorized to do business within the Commonwealth of Pennsylvania, with its principal place of business located at 5 N. Main Street, DuBois, PA 15801.

2. The Defendants, Jeffrey A. London and Diane R. London, are adult individuals who reside at R.D. 3, Box 195, DuBois, Sandy Township, Clearfield County, Pennsylvania 15801.

3. Defendants purchased and otherwise became owners of a certain piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania by virtue of a Deed dated July

12, 1995 and recorded in Clearfield County Deeds & Records Vol. 1689, page 1. That piece or parcel of land is otherwise described in a copy of that Deed, attached hereto, made part hereof and incorporated herein as "Exhibit A" by reference.

4. Contemporaneously with the aforesaid purchase, Defendants, then as "Borrower" and "Mortgagor", borrowed the sum of \$33,300 from the Plaintiff in order to complete the purchase of the land described in Exhibit A.

5. In connection with the aforesaid borrowing, Defendants, then as "Borrower" and "Mortgagor", provided to Plaintiff a Note dated July 12, 1995 providing for monthly payments with the full debt, if not paid earlier, to be due and payable on August 1, 2005. For reasons hereinafter described, Plaintiff is unable to supply the Court with a copy of the aforesaid Note.

6. Also in connection with the aforesaid borrowing, Defendants, as "Borrower" and "Mortgagor", provided to Plaintiff a Mortgage encumbering the property described in Exhibit A with said Mortgage having been recorded as aforesaid in Vol. 1689, page 5. A copy of the aforesaid Mortgage is attached hereto, made part hereof and incorporated herein as "Exhibit B".

7. Subsequent to the date of the aforesaid Note and Mortgage, Defendants generally and timely made payments as provided in said Note until February 7, 2000 (the Note having been scheduled for by-weekly payments).

8. As of the date of the last payment made by Defendants as aforesaid, the balance due on the aforesaid Note and Mortgage was

in the amount of \$21,919.71, and, to date remains entirely unpaid.

9. Furthermore, interest and late charges are also now due because of the failure of Defendants to make payments as scheduled for February 21, March 6, March 20 and April 3, 2000.

10. On or about October 19, 1999, purely as the result of an inadvertent error (another individual with a nearly identical name having paid a mortgage and note in full), Plaintiff caused the aforesaid Note to be marked "Paid in Full" and returned either to the Defendants or the individual with the nearly identical name; and also caused a Satisfaction Piece to be recorded empowering the Recorder of Deeds in and for Clearfield County to mark the aforesaid Mortgage from Defendants as "Satisfied and Discharged" despite the previously described unpaid balance.

11. When the aforesaid inadvertent error was discovered in early February, 2000, Plaintiff attempted to reconcile the error by contacting Defendants on a number of occasions requesting that said Defendants execute a replacement Note and Mortgage otherwise assuring the Plaintiff of its original security for the unpaid balance on the aforesaid Note and Mortgage and without otherwise prejudicing Defendants.

12. On or about February 26, 2000, the Defendant Jeffrey A. London instructed a branch office of Plaintiff that he no longer wanted his mortgage payments automatically deducted from his savings or checking account. He utilized a copy of the

Satisfaction Piece recorded at the courthouse in error as justification for this request indicating that no further payments were needed because his Mortgage had been satisfied; when in fact, said Defendant knew that the Mortgage and Note had not been paid in full.

13. As previously noted, interest, late charges and delinquent payments had been added to the balance due.

14. In response to requests to bring payments current and to otherwise execute necessary documentation to replace Plaintiff's security and positioning, Defendants have indicated a refusal to make further payments and to execute any such documentation.

15. However, Defendants did forward correspondence to the Plaintiff dated March 29, 2000, a copy of which is attached hereto, made part hereof and incorporated herein as "Exhibit C"; although the purpose of the letter is somewhat unclear.

16. Unfortunately, to date, Defendants have failed and otherwise refused to acknowledge the balance due or otherwise place the Plaintiff in its original position as holder of security for the unpaid balance despite repeated assurances from Plaintiff that the corrective measures would be performed at no cost to Defendants.

WHEREFORE, Plaintiff requests that judgment be entered in its favor and as against Defendants as follows:

(a) That Defendants be ordered to provide to Plaintiff a replacement Note and Mortgage assuring Plaintiff of

continuing security for the unpaid balance in the amount of \$21,919.71 (together with appropriate interest) relative to the Note that was inadvertently marked "Paid in Full" and the Mortgage that was inadvertently satisfied;

(b) That Defendants be ordered to execute any and all other documentation necessary and otherwise appropriate to place Plaintiff in its position as security holder for the aforesaid unpaid balance;

(c) That the Court otherwise order appropriate relief so as to place Plaintiff in its position as security holder for the aforesaid unpaid balance and appropriate interest;

(d) Such other relief as the Court shall deem fair and reasonable.

COUNT TWO

COMPLAINT FOR DECLARATORY RELIEF

17. Plaintiff incorporates previous Paragraphs 1 through 16 hereof as though the same were more fully set forth at length herein.

18. This Count is filed pursuant to the provisions of Pa. R.C.P. 1602.

19. Plaintiff seeks declaratory relief with respect to the inadvertent errors in marking the aforesaid Note as "Paid in Full" and in satisfying the aforesaid Mortgage when in fact there remained yet due a balance in the amount of \$21,919.71.

20. In defense of their actions in refusing to cooperate

with Plaintiff at no cost to Defendants in rectifying the inadvertent error, Defendants have asserted that they should not be required to execute anything or to otherwise perform any functions as is described in Exhibit C.

21. Plaintiff believes and therefore avers that the inadvertent errors in marking the Note as "Paid in Full" and in otherwise satisfying the Mortgage should not and do not afford Defendants relief relative to the balance due in the amount of \$21,919.71 together with appropriate interest. (See Penn Savings Bank, F.S.B. v. Best Homes and Properties, Inc., 20 D. & C. 4th, 335, affirmed; 431 Pa. Super 630, 631 A.2d 223 (1992); St. Clement's B. & L. Assn. v. McCann, 126 Pa. Super 20, 631 A.2d 223 (1937); Mortgages, §191 and 194 and cases cited therein.)

22. Plaintiff further believes and therefore avers that it is entitled to remain as a secured creditor in a position identical to that position existing prior to the inadvertent errors described above.

23. In order to be otherwise placed in its position as a secured creditor as aforesaid, Plaintiff requests that the Court enter a declaratory Order directing the Defendants to execute and deliver to Plaintiff a replacement Note for the balance due in the amount of \$21,919.71 together with appropriate interest and otherwise delivering to Plaintiff a replacement Mortgage guaranteeing Plaintiff its priority position as a secured creditor with regard to the real estate described in Exhibit A in like manner that existed prior to the inadvertent errors.

WHEREFORE, Plaintiff requests that an Order be entered declaring and stating as follows:

(a) That the balance due in the amount of \$21,919.71 together with appropriate interest remains as a validly existing debt and obligation due from Defendants to Plaintiff;

(b) That Defendants be ordered to execute and deliver to Plaintiff a Note in manner and form approved by Plaintiff in the amount of \$21,919.71 together with appropriate interest otherwise guaranteeing Plaintiff the same rights, privileges and remedies existing prior to the inadvertent errors of October of 1999;

(c) That Defendants further deliver to Plaintiff a fully executed Mortgage and capable of being recorded encumbering the real estate described in Exhibit A attached hereto in like manner to the security position for Plaintiff existing prior to the inadvertent error in October of 1999.

(d) That Defendants be ordered to make payment of any arrearages and appropriate interest due on the aforesaid Mortgage and Note existing as a result of the failure on the part of Defendants to make further payments beyond February 7, 2000 and otherwise subsequent to the inadvertent errors of October of 1999.

COUNT THREE

REQUEST FOR ATTORNEY'S FEES AND COSTS

24. Plaintiff incorporates previous Paragraphs 1 through 23 hereof as though the same were more fully set forth at length herein.

25. This Count for attorney's fees and costs, filed in the alternative, is to be asserted by Plaintiff only in the event that Defendants engage in dilatory, obdurate or vexatious action in delaying the entry of a judgment and affording relief in this proceeding.

26. Plaintiff believes and therefore avers that there is no lawful, proper or legitimate basis for Defendants to assert any legal right that would otherwise entitle them to retain any benefit from the inadvertent errors of October of 1999 and otherwise avoid payment of the balance due in the amount of \$21,919.71 together with appropriate interest and providing Plaintiff with its original security as guaranteed in the form of an appropriate Note and Mortgage.

27. In the event that there is unjustified action by Defendants, individually or jointly, to delay the final entry of judgment and the affording of relief in this case, Plaintiff hereby seek to recover attorney's fees and costs pursuant to the provisions of 42 Pa. C.S.A. §2503(7).

WHEREFORE, and in the alternative, and if otherwise justified by the course of conduct on the part of Defendants that might otherwise occur in this proceeding, Plaintiff requests that

counsel fees and costs be awarded in its favor and against Defendants pursuant to the provisions of 42 Pa. C.S.A. §2503(7).

COUNT FOUR

MOTION FOR PRELIMINARY AND PERMANENT INJUNCTION

28. Plaintiff incorporates previous Paragraphs 1 through 27 hereof as though the same were more fully set forth at length herein.

29. It is feared by Plaintiff that Defendants may otherwise attempt to either encumber the real estate described in Exhibit A or sell the same to an unknowing third party free and clear of record liens and encumbrances so as to avoid providing to Plaintiff continuing security for the unpaid balance in the amount of \$21,919.71 together with appropriate interest.

30. Unless such conduct on the part of Defendants in encumbering or otherwise transferring the property described in Exhibit A is immediately enjoined and the Plaintiff is granted the relief as requested, the Plaintiff will be immediately and irreparably injured in that:

(a) There will be no way to place the parties hereto in their relative positions existing prior to the inadvertent errors of October of 1999;

(b) Plaintiff will not retain its security in the real estate described in Exhibit A;

(c) The position of Plaintiff's security in Exhibit A will be adversely affected.

(d) Plaintiff's ability to collect the balance due of \$21,919.71 together with appropriate interest will be irreparably jeopardized or harmed.

WHEREFORE, Plaintiff requests that, pursuant to Pa. R.C.P. 1531(a), a preliminary injunction forthwith be granted by this Court, prior to notice and hearing, in order to preserve the status quo until such time as this Court finally determines the rights of each party, by:


(a) Enjoining Defendants from encumbering the real estate described in Exhibit A in any manner;

(b) Enjoining Defendants from selling or otherwise transferring the real estate described in Exhibit A;

(c) Enjoining any and all other actions of Defendants that might otherwise inhibit Plaintiff in its attempt to be placed in the same position as secured creditor that existed prior to the inadvertent errors of October of 1999;

(d) Scheduling and holding a timely hearing, pursuant to Pa. R.C.P. 1531(d) pertaining to the continuation of such preliminary injunction.

Respectfully submitted:



Michael P. Yeager, Esquire
Attorney for Plaintiff

WARRANTY DEED - 1990

PLANKENHORN CO., WILLIAMSPORT, PA.

County Parcel No. _____

This Deed,

MADE the twelfth day of July
in the year nineteen hundred and ninety-five (1995)

BETWEEN **M. KATHRYN JOHNSON**, now by marriage known as **M. KATHRYN RADAKER** and **DAVID L. RADAKER**, her husband, of Brady Township, Clearfield County, Pennsylvania, hereinafter referred to as the GRANTORS,

A N D

JEFFREY A. LONDON and **DIANE R. LONDON**, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, as Tenants by the Entireties, hereinafter referred to as the GRANTEES.

WITNESSETH, That in consideration of Thirty-seven thousand and 00/100-----
(\$37,000.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee s,

ALL that certain piece or parcel of land situate, lying and being in the North suburb of DuBois, Sandy Township, Clearfield County, Pennsylvania, known and numbered on the John E. DuBois plan of lots in said North suburb as Lot No. 10, bounded and described as follows:

NORTH by Rural Avenue; East by Lot No. 11; South by Homestead Avenue; and West by Forest Street. Being 80 feet wide on the Avenue and 200 feet deep on Forest Street.

Said piece or parcel of land conveyed subject to the right of former grantors, their heirs or assigns, to enter and repossess the said premises or by ejectment to dispossess any occupant thereof, should the grantees, their heirs or assigns, let, sell, assign or use the premises or any part thereof for the purpose of selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantor herein by deed of Harry W. Hand and Dolly E. Hand dated July 29, 1986 and recorded in the Office of the Recorder in Clearfield County Deeds and Records Book 1099, Page 374.

EXHIBIT

A

tabbles

VOL 1689 PAGE 02

050336
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER
TAX JUL 17 '95
PS:1052
370.00

DUBOIS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 370.00
PAID 7-17-95 NAREN L. STARCH
Date Agent

NOTICE

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

Witness:

Charlene E. Outley

Jeffrey A. London
Diane R. London

This 14th day of July 1995

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 233, approved September 10, 1963, as amended.)

AND the said grantor will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Scaled and delivered in the presence of

Marlene E. Duttry
Marlene E. Duttry
Marlene E. Duttry

M. Kathryn Johnson [Seal]
 M. Kathryn Johnson

now by marriage known as [Seal]

M. Kathryn Radaker [Seal]
 M. Kathryn Radaker

David L. Radaker [Seal]

David L. Radaker [Seal]

[Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
 R D # 3, Box 195
 Du Bois, PA 15801

Christopher E. Wherry
 Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of CLEARFIELD ss.

On this, the 13th day of July 19 95, before me a Notary Public

the undersigned officer, personally appeared M. KATHRYN JOHNSON, now by marriage known as M. Kathryn Radaker and David L. Radaker, her husband known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires *Marlene E. Duttry, Notary Public*
 DuBois, Clearfield County
 My Commission Expires Aug. 8, 1998

Marlene E. Duttry
 NOTARY PUBLIC

State of _____
 County of _____ } ss.

On this, the _____ day of _____, 19____, before me
 the undersigned officer, personally appeared _____
 known to me (or satisfactorily proven) to be the person whose name _____
 instrument, and acknowledged that _____ subscribed to the within
 contained. _____ executed the same for the purpose therein

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

My Commission Expires _____

CLEARFIELD COUNTY

ENTERED OF RECORD

TIME 10:41 AM 7-17-95

BY *Karen L. Starck*

FEES 14.00

Karen L. Starck, Recorder

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



Karen L. Starck

Karen L. Starck
 Recorder of Deeds

Commonwealth of Pennsylvania

County of _____ } ss.

RECORDED in the Office for Recording of Deeds, etc., in and for the said
 County, in Deed Book No. _____, Page _____

WITNESS my hand and official seal this _____ day of _____, 19____

Recorder of Deeds

State Tax 370.00
 Dubois Sch 185.00
 Sandy Twp 185.00

Deed

WARRANTY DEED

The Plankhorn Co., Williamsport, Pa.

M. KATHRYN JOHNSON, et al

to

JEFFREY A. LONDON, et ux

Dated July 12, 1995

For Property in Sandy Township,

Clearfield County, PA

Consideration \$37,000.00

Recorded

Entered for Record in the Recorder's

Office of

County, the

day of Tax \$

19____

Fees \$

Recorder

BLAKLEY & JONES

ATTORNEYS AT LAW

90 BEAVER DRIVE, BOX 6

DUBOIS, PENNSYLVANIA 15801

Entered of Record 7-17 1995 10:41 AM Karen L. Starck, Recorder

RECORDATION REQUESTED BY:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

SEND TAX NOTICES TO:

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 7/12/95. The mortgagor is JEFFREY A LONDON and DIANE R LONDON ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Thirty Three Thousand Three Hundred & 00/100 Dollars (U.S. \$33,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2005. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO

which has the address of RD 3 BOX 195, DUBOIS, Pennsylvania 15801 ("Property Address");

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

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

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

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

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

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

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

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

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

PENNSYLV

EXHIBIT

B

Mac UNIFORM INSTRUMENT

Form 3039 9/90 (page 1 of 4 pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

☐ Rate Improvement Rider

☐ Second Home Rider

☐ Other(s) [specify]

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

Witnesses:

Marlene E. Duttry

Jeffrey A. London (Seal)
JEFFREY A LONDON-Borrower

Marlene E. Duttry

Diane R. London (Seal)
DIANE R LONDON-Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD) SS

On this, the 16th day of July, 19 95, before me a Notary Public, the undersigned Notary Public, personally appeared JEFFREY A LONDON and DIANE R LONDON, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notarial Seal
Marlene E. Duttry, Notary Public
DuBois, Clearfield County
My Commission Expires Aug. 8, 1998

Marlene E. Duttry
Notary Public in and for the State of Pennsylvania

Fixed Rate. Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. (PA-G203 1410.LN R12.OVL)

All that certain piece or parcel of land situate, lying and being in the North suburb of DuBois, Sandy Township, Clearfield County, Pennsylvania, known and numbered on the John E. DuBois plan of lots in said North suburb as Lot No. 10, bounded and described as follows:

NORTH by Rural Avenue; East by Lot No. 11; South by Homestead Avenue; and West by Forest Street. Being 80 feet wide on the Avenue and 200 feet deep on Forest Street.

Said piece or parcel of land conveyed subject to the right of former grantors, their heirs or assigns, to enter and repossess the said premises or by ejectment to dispossess any occupant thereof, should the grantees, their heirs or assigns, let, sell, assign or use the premises or any part thereof for the purpose of selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by deed of M. KATHRYN JOHNSON, et al, dated July 12, 1995 and not yet recorded, but intended to be prior to the recording of this mortgage.

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

EXHIBIT "A"

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:42 AM 7-17-95
BY *Blackley & Jones*
FEES 15.00
Karen L. Starck, Recorder

Entered of Record 7-17 1995, 10:42am Karen L. Starck, Recorder

Jeffrey A. London
Diane R. London
RR#3 Box 195
DuBois, PA 15801

Deposit National Bank
Dept. of Loans and Mortgages
5 North Main Street
DuBois, PA 15801

March 29, 2000

To whom it may concern:

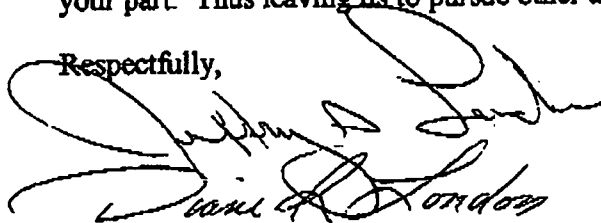
SUBJECT: MORTGAGE OF JEFFREY A LONDON AND DIANE R LONDON

It has been brought to my attention by your Institution that there has been an error made with my mortgage account. As you can see by the documents enclosed I have been receiving late fees on an account that has been "satisfied", by your institution and also Clearfield County Court.

I have sought legal counsel with several representatives. I have been advised as follows: Being this error did not originate by my hand or any doings, it does not require any additional signatures, agreements, action, or cost on my behalf. Therefore, having tried to remedy this issue by phone with your agent John Ferracchio, having tried to remedy this issue in person with Branch Manager Sherry L. Carney at the Beaver Drive Office, and with no response from leaving a message with Norman Montgomery (Vice President of Loan Services), this letter is my final request to pursue a remedy for this situation by your institution. Your lack of communication in this matter has caused us to send you this certified letter.

If I receive the same response as prior, I will assume that there will be no action at all on your part. Thus leaving us to pursue other avenues of reconciliation.

Respectfully,



Jeffrey A. London and Diane R. London

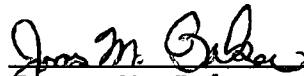
Attachments: Copy of Satisfaction Piece and copy of Late Payment Fees



VERIFICATION

I, **JAMES M. BAKER**, Vice President of Deposit Bank, being duly authorized to make this Verification, have read the foregoing Complaint and Motion. The statements made therein are true and correct to the best of my personal knowledge, information and belief.

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



James M. Baker, Vice President
Deposit Bank, Plaintiff

FILED

APR 07 2000

0/3:50/ was
William A. Shaw

Prothonotary

PO
80. -
BY ATTY

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

| | | |
|---------------------------------|---|------------------|
| DEPOSIT BANK, | : | |
| Plaintiff | : | |
| | : | No. 00 -421 - CD |
| vs | : | |
| | : | |
| JEFFREY A. LONDON and DIANE R.: | : | |
| LONDON, | : | |
| Defendants | : | |

ORDER OF COURT

AND NOW, this 10th day of April, 2000, upon the ex parte presentation of Plaintiff's Motion for Preliminary and Permanent Injunction, and after due deliberation and consideration thereof; and it appearing to the satisfaction of this Court that immediate and irreparable injury will be sustained by the Plaintiff if a Preliminary and Permanent Injunction is not issued therefore, it is the Order of this Court that a Preliminary and Permanent Injunction is hereby issued.

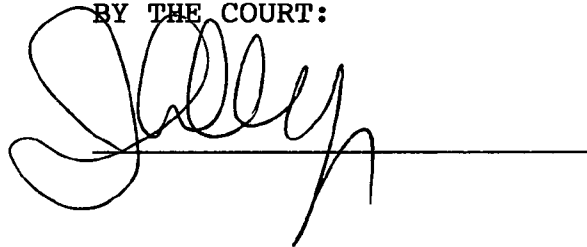
The Defendants, Jeffrey A. London and Diane R. London, their successors and assigns, are hereby enjoined from in any way encumbering or transferring or selling the real estate described in Exhibit A attached hereto; or in otherwise affecting the status quo that existed as between Plaintiff and Defendants with Plaintiff as a secured party relative to a Note and Mortgage dated July 12, 1995 prior to October of 1999.

A hearing on the continuance of this Preliminary Injunction and Permanent is scheduled for April 13, 2000 at 1:30 o'clock P.M., which is within five (5) days of the date of this

Order.

The Plaintiff is to deposit 10-
Dollars with the Prothonotary of Clearfield County in accordance
with Pa. R.C.P. 1531(b)(2).

BY THE COURT:

A handwritten signature in black ink, appearing to be "J. J. J.", is written over a horizontal line. The signature is stylized and cursive.

FILED

filed APR 10 2000
E O / R: 415 / WJS
William A. Shaw
Prothonotary

3 CENTS TO PAY.

(3)
OK

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

DEPOSIT BANK, :
Plaintiff :
 : No. 00 -421 - CD
vs :
 :
JEFFREY A. LONDON and DIANE R.:
LONDON, :
Defendants :

RULE TO SHOW CAUSE

AND NOW, this 10th day of April, 2000, a Rule is hereby granted to show cause why the Preliminary Injunction in this matter, as described in Plaintiff's Complaint and Motion for Preliminary and Permanent Injunction, should not be made permanent.

This Rule is returnable on the 13th day of April, 2000, at 1:30 ~~PM~~/P.M. in Courtroom No. 1.

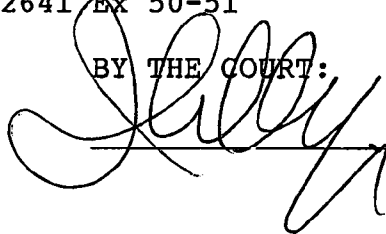
NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING COMPLAINT AND MOTION FOR PRELIMINARY AND PERMANENT INJUNCTION, YOU MUST DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR PLAINTIFF. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
814-765-2641 Ex 50-51

BY THE COURT:



FILED

[Signature]
APR 10 2000
6/8:45/AM
William A. Shaw
Prothonotary
30 Rm 50
APR

4
MICHAEL P. YEAGER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK

00-421-CD

VS

LONDON, JEFFREY A.

COMPLAINT/MOTION FOR PRELIM. & PERMANENT INJUNCTION & RULE
SHERIFF RETURNS

NOW APRIL 10, 2000 AT 11:10 AM DST SERVED THE WITHIN
COMPLAINT & MOTION FOR PRELIMINARY AND PERMANENT INJUNCTION
AND RULE ON DIANE R. LONDON, DEFENDANT AT RESIDENCE, RD#3
BOX 195, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING
TO DIANE LONDON A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT & RULE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER/COUDRIET.

NOW APRIL 10, 2000 AT 11:10 AM DST SERVED THE WITHIN
COMPLAINT & MOTION FOR PRELIMINARY AND PERMANENT INJUNCTION
AND RULE ON JEFFREY A. LONDON, DEFENDANT AT RESIDENCE, RD#3
BOX 195, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING
TO DIANE LONDON, WIFE A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT & RULE AND MADE KNOWN TO HER THE CONTENTS
THEREOF.

SERVED BY: SNYDER/COUDRIET

34.21 SHFF. HAWKINS PAID BY: ATTY.
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

11th DAY OF April 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 Harris
CHESTER A. HAWKINS
SHERIFF

FILED

APR 11 2000
019:54m
William A. Shaw
Prothonotary
EKE

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

Jeffrey A. London and Diane R. London, Defendants

vs.

Deposit Bank, Plaintiff

Case # 00-421-CD

DEFENSES TO THE MATTER OF PRELIMINARY AND PERMANENT INJUNCTION

In our defense to said allegations of failure to pay mortgage balance in the amount of \$21,919.71 as agreed to in sections 1-4 of the Complaint In Equity in the Preliminary and Permanent Injunction made by the Plaintiff; As consenting adults engaging in a contract with the lender also in this case, the Plaintiff; we have fulfilled our responsibility in said agreement until February 7, 2000. Upon receiving the information that said contract had been broken and said mortgage had been granted a Satisfaction Piece by the Plaintiff and Clearfield County Court, also rendering mortgage fully paid or "otherwise discharged and that upon the recording hereof said mortgage shall be and is hereby fully and forever satisfied and discharged". Res Ipsa Loquitor. Signed for by the Plaintiffs agent Vice-President of Loan Services, Norman J. Montgomery. Witnessed by County agent Richard L. Drennen and notarized by Pamela C. Plowman and services paid for by said Plaintiff. With this document/contract drawn up and signed for as consenting and responsible adults, the said Plaintiff has given up the position as secured creditor, the validity of existing debt and obligation due, whether by contributory negligence, imputed negligence or just negligence, giving the land a free and clear record of liens.

OBJECTIONS TO THE MATTER OF PRELIMINARY AND PERMANENT INJUNCTION

Objection #1 Irrelevant Accusations Count One Section 9 and 13 in the Complaint and Equity by the Plaintiff; if mortgage has been fully and forever discharged there would be no late fees, interest, or charges.

Objection #2 Inaccurate Allegations as found in Count One, Section 10 in the complaint and Equity by the Plaintiff, the nearly identical name did not have Diane R. London (Delia) name on it and also address and township were not nearly identical. Said Note was not returned to Defendant. * *Defendants are not responsible for the Plaintiff's competence to read and understand before signing contracts.*

Objection #3 Inaccurate Allegations in Count One, Section 11 in the Complaint and Equity by the Plaintiff, "contacting Defendant(s) on a number of occasions" never spoke with Jeffrey A. London.

Objection #4 Inaccurate Allegations in Count One, Section 14 in the Complaint and Equity by the Plaintiff to "execute necessary documentation" never made known or implied by Plaintiff definition of "necessary".

Objection #5 Inaccurate Allegations in Count One, Section 16 in the complaint and Equity by the Plaintiff or otherwise placed the Plaintiff in its original position as holder of security, it has been given up by letter of satisfaction.

Objection #6 Inaccurate Allegations in Count Three, Section 26 in the Request for Attorneys Fees and Costs by the Plaintiff otherwise entitle them to retain any benefit. There is no benefit, only defense.

Objection #7 False Accusations in Count One, Section 12 in the Complaint in Equity by the Plaintiff, the visit was not to instruct any Branch Officer or to close the account but to remedy the problem. *Also we do not hold a checking account with the Plaintiff.*

FILED

APR 13 2000

William A. Shaw
Prothonotary

Objection #8 False Accusations in Count Two, Section 20 Complaint for Declaratory Relief, "refusing to cooperate". Willfully communicating two telephone calls by the Plaintiff, one visit in person on a Saturday at a Branch Office, one on one with the manager, and one certified letter, as final effort to communicate on our part as counsel given to us by our lawyer. When in fact, Attorney Chris Mohny instructed he was going to contact the bank to contact Jeffrey A. London (Defendant) on a Saturday due to his work schedule. No attempt was made by the Plaintiff to cooperate.


Objection #9 Fabrication of the truth, not the whole truth, in Count One, Section 10 Complaint in Equity by the Plaintiff, "Satisfied and Discharged" when in fact the Satisfaction Piece states clearly "Fully and forever satisfied and discharged". Also in Count Two, Section 21, "paid-in-full and in otherwise satisfying" actually should read, *fully paid or otherwise discharged* "In Perpetuity".

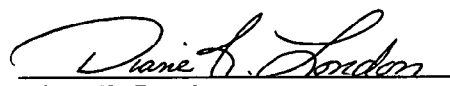
Objection #10 As Defendants we do not believe the Plaintiff is entitled to remain a secured creditor or otherwise be placed in their original position as holder of security for two reasons; One, the gross negligence in dealing with our contract; Two, the fact "fully and forever" is in a contract that the Plaintiff signed with Clearfield County Court. This is an example of Vicarious Liability.

Objection #11 Page 3 of said injunction, been appointed at least 20 days to take action and actually only been given 3 days (Page 1) to form a defense before appearing in court. Insufficient time to comply.

Objection #12 We as Defendants object to any responsibility for any additional or legal fees of the Plaintiff when in fact this broken contract did not originate by our hands or any doings from us, the Defendants, Jeffrey A. London and Diane R. London. It should not require any additional signatures, agreements, actions, and costs, on our behalf.

Objection #13 Due to objection #12, we also believe that our legal fees, and time of lost work are defined also an additional cost and are the responsibilities of the Plaintiff "Just Compensation".


Jeffrey A. London
Defendant


Diane R. London
Defendant

JEFFREY A London RR 3 Box 195 DuBois PA 15801
DIANE R London RR 3 Box 195 DuBois PA 15801
(814) 371-4244

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William A. Shaw
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

DEPOSIT BANK, : NO. 00 - 421 - CD
Plaintiff :
vs : Type of Case: CIVIL
: Type of Pleading: STIPULATION
JEFFREY A. LONDON and DIANE R. : AND CONSENT ORDER
LONDON, :
Defendants : Filed on Behalf of: PLAINTIFF
: Counsel of Record for this Party:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
: (814) 765-9611

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William A. Shaw
Prothonotary

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

| | | |
|---------------------------------|---|-------------------|
| DEPOSIT BANK, | : | |
| | : | |
| Plaintiff | : | No. 00 - 421 - CD |
| | : | |
| vs | : | |
| | : | |
| JEFFREY A. LONDON and DIANE R.: | : | |
| LONDON, | : | |
| | : | |
| Defendants | : | |

STIPULATION

COMES NOW, the Plaintiff, by and through its attorney, Michael P. Yeager, Esquire, and the Defendants, by and through their attorney, Blaise J. Ferraraccio, Esquire, all of whom, by their respective counsel, stipulate and agree as follows:

1. On or about October 19, 1999, purely as a result of an inadvertent error, Plaintiff caused Defendants' Mortgage recorded in Clearfield County Deeds & Records Vol. 1689, page 5 and underlying Note to be satisfied both of record and otherwise; and

2. Plaintiff has initiated an action in equity against the Londons at the above-captioned number seeking reinstatement of said Mortgage and Note.

3. The parties, through their respective and undersigned counsel, have entered into a Settlement Agreement of the litigation in question whereby the Stipulation and Consent Order are hereby authorized to be entered in favor of Plaintiff, Deposit Bank, and against Defendants, Jeffrey A. London and Diane R. London, causing the Mortgage and Note to be replaced as

opposed to being reinstated with the same terms and conditions with the exception of the final payment date. Copies of the Mortgage and Note to be replaced and to be executed and delivered by Defendants to Plaintiff as aforesaid are attached hereto, made part hereof and incorporated herein as "Exhibit A".

4. Defendants otherwise shall assure the Plaintiff that the lien represented by the replaced Mortgage and Note will constitute a first lien as against the real estate described therein; and that Defendants shall not have caused, whether purposefully or inadvertently, any intervening liens and encumbrances to have been or to be entered of record or otherwise existent. In the event any such liens have been created diminishing Plaintiff's lien position, Defendants agree to immediately secure a subordination thereof in favor of Plaintiff or a satisfaction thereof to be made.

5. Defendants are assured that Plaintiff will inform the TRW Credit Agency immediately after entry of this Stipulation and Consent Order and recording of the replacement Mortgage so as to reinstate Defendants' credit rating in manner and form attached hereto as "Exhibit B".


6. Furthermore, as part of the Stipulation and Consent Order, Plaintiff is ordered to pay to Defendants' attorney the sum of Five (\$500) Dollars to assist Defendants with regard to the payment of attorney's fees.

7. Upon completion of the documentation necessary to replace the Mortgage and Mortgage Note, and the further recording

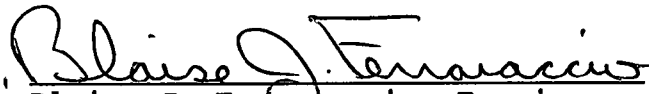
thereof by Plaintiff, Plaintiff will cause the above-captioned action to be marked "settled, discontinued and ended".

IN WITNESS WHEREOF, the parties, by and through their respective counsel, so stipulate to the following Consent Order to be otherwise entered of record.

Date: 8/10/00


Michael P. Yeager, Esquire,
Attorney for Plaintiff

Date: August 11, 2000
Friday


Blaise J. Ferraraccio, Esquire
Attorney for Defendants

AGE 1 DATE 8-01-2000 TIME 10:56:11 PCA01 V601 BPA5

JEFFREY A LONDON
R 3 BOX 195
U BOIS PA 15801-8813

SS: 206-62-0578

| TRADES | | | | | | | | | | |
|------------------|-------|--------|-----|------|---------|------------|------------|----------|---------------|--|
| SUBSCRIBER | | | | | OPEN | AMT-TYP1 | AMT-TYP2 | ACCTCOND | PYMT STATUS | |
| SUB# | KOB | TYP | TRM | ECOA | BALDATE | BALANCE | PYMT LEVEL | MOS REV | PYMT HISTORY | |
| ACCOUNT # | | | | | LAST PD | MONTH PAY | PAST DUE | MAXIMUM | BY MONTH | |
| EPCST BANK | | | | | 6-91 | \$3,717-0 | \$3,614-H | PAID | CURR ACCT | |
| 152101 | BB | UNS | 36 | 1 | 1-31-94 | \$0 | 1-94 | (33) | B | |
| 0010101035587 | | | | | | | | | | |
| 9937058 | D0507 | 060391 | | | | | | | | |
| EPOSIT BANK | | | | | 7-95 | \$33,300-0 | | OPEN | DELINQ 120 | |
| 152104 | BB | R/C | 5Y | 2 | 6-30-00 | \$21,919 | 6-00 | (60) | 4321CCCCCCCC | |
| 0000050010106964 | | | | | | 2-00 | \$449 | \$1,658 | -CCCCCCCCCCCC | |
| 9937058 | D3701 | 071795 | | | | | | | | |

CHECK ONE BELOW:

☐ REMOVE ALL ACCOUNT DATA☒ MAKE THE FOLLOWING REQUESTED CHANGE:

| *TYPE- | *TERM- | *ECOA- | *DATE/OPEN- | *BAL/DATE- | | | | | |
|---------------|------------------------|-------------------|--------------------|------------------------------|----|----|----|----|----|
| LAST/PAY- | | *1ST/AMT/TYPE- | *BALANCE- | *MONTH/PAY- | | | | | |
| 2ND/AMT/TYPE- | | *PYMT LEVEL/DATE- | *\$PASTDUE- ϕ | *PYMT/STATUS- <u>Current</u> | | | | | |
| COM- | *DELETE REMARK- YES/NO | | *CHANGE REMARK- | | | | | | |
| BUREAU: | R1 | R2 | R3 | R4 | R5 | R6 | R7 | R8 | R9 |
| | I1 | I2 | I3 | I4 | I5 | I6 | I7 | I8 | I9 |

IMPORTANT: UPDATE YOUR INTERNAL SYSTEM TO REFLECT REQUESTED CHANGE(S)

THIS REPORT IS FOR DATA CORRECTION USE ONLY-RETURN FOR CORRECTION

SUBCODES: EXPERIAN _____/EQUIFAX _____/T.U. _____

AUTHORIZED SIGNATURE HERE Jeff Clark AVP DATE 8/14/00

ND -- EXPERIAN BULLSEYE

AGE 1 DATE 8-01-2000 TIME 10:56:23 PCA01 V201 BPA5

DIANE RENA LONDON
 212 S MAIN ST
 DU BOIS PA 15801-1502

SS: 183-54-4140

| TRADES | | | | | | | | | |
|-------------------|-------|-----|-----|------|---------|------------|------------|----------|--------------|
| SUBSCRIBER | | | | | OPEN | AMT-TYP1 | AMT-TYP2 | ACCTCOND | PYMT STATUS |
| SUB# | KOB | TYP | TRM | ECOA | EALDATE | BALANCE | PYMT LEVEL | MOS REV | PYMT HISTORY |
| ACCOUNT # | | | | | LAST PD | MONTH PAY | PAST DUE | MAXIMUM | BY MONTH |
| DEPOSIT BANK | | | | | 7-95 | \$33,300-0 | | OPEN | DELINQ 120 |
| 1152104 | BB | R/C | 5Y | 4 | 6-30-00 | \$21,919 | 6-00 | (60) | 4321CCCCCCCC |
| 70000050010106964 | | | | | 2-00 | \$449 | \$1,658 | | CCCCCCCCCCCC |
| 9937060 | D3701 | | | | 071795 | | | | |

CHECK ONE BELOW:

☐ REMOVE ALL ACCOUNT DATA

☒ MAKE THE FOLLOWING REQUESTED CHANGE:

| | | | | |
|----------------|------------------------|-----------------|--------------|------------|
| *TYPE- | *TERM- | *ECOA- | *DATE/OPEN- | *BAL/DATE- |
| *LAST/PAY- | *1ST/AMT/TYPE- | *BALANCE- | *MONTH/PAY- | |
| *2ND/AMT/TYPE- | *PYMT LEVEL/DATE- | *\$PASTDUE- | *PYMT/STATUS | Current |
| *COM- | *DELETE REMARK- YES/NO | *CHANGE REMARK- | | |

| | | | | | | | | | |
|---------|----|----|----|----|----|----|----|----|----|
| BUREAU: | R1 | R2 | R3 | R4 | R5 | R6 | R7 | R8 | R9 |
| | I1 | I2 | I3 | I4 | I5 | I6 | I7 | I8 | I9 |

IMPORTANT: UPDATE YOUR INTERNAL SYSTEM TO REFLECT REQUESTED CHANGE(S)

THIS REPORT IS FOR DATA CORRECTION USE ONLY-RETURN FOR CORRECTION

SUBCODES: EXPERIAN _____/EQUIFAX _____/T.U. _____

AUTHORIZED SIGNATURE HERE *[Signature]* DATE 8/14/00

END -- EXPERIAN BULLSEYE

RECORDATION REQUESTED BY:

Deposit Bank, a division of First Commonwealth Bank
 DuBois Office
 2 East Long Avenue
 PO Box 607A
 DuBois, PA 15801

WHEN RECORDED MAIL TO:

Recorded Documents
 CSC Loan Services Mtg Loans
 PO Box 400
 Indiana, PA 15701-0400

SEND TAX NOTICES TO:

Jeffrey A London
 Diane R London
 RD 3 Box 195
 DuBois, PA 15801

[Space Above This Line is For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 14, 2000. The mortgagor is, Jeffrey A London and Diane R London; HUSBAND & WIFE ("Borrower"). This Security Instrument is given to Deposit Bank, a division of First Commonwealth Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is DuBois Office, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Twenty One Thousand Nine Hundred Nineteen & 71/100 Dollars (U.S. \$21,919.71). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 14, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

See Attached Exhibit "A"

which has the address of RD 3 Box 195, DuBois, Pennsylvania ("Property Address");

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

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

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

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

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

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

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

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

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

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

EXHIBIT

A

due; and last, to any late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by

judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

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

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

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

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

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

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

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

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

WITNESSES:

| | |
|-------|--|
| _____ | _____(Seal) Jeffrey A London - Borrower |
| _____ | _____(Seal) Diane R London - Borrower |

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:

DuBois Office, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801

Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF CLEARFIELD)

On this, the _____ day of _____, 20____, before me _____, the undersigned Notary Public, personally appeared Jeffrey A London; Diane R London, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public in and for the State of _____

EXHIBIT "A"

All that certain piece or parcel of land situate, lying and being in the North suburb of DuBois, Sandy Township, Clearfield County, Pennsylvania, known and numbered on the John E. DuBois plan of lots in said North suburb as Lot No. 10, bounded and described as follows:

NORTH by Rural Avenue; East by Lot No. 11; South by Homestead Avenue; and West by Forest Street. Being 80 feet wide on the Avenue and 200 feet deep on Forest Street.

Said piece or parcel of land conveyed subject to the right of former grantors, their heirs or assigns, to enter and repossess the said premises or by ejectment to dispossess any occupant thereof, should the grantees, their heirs or assigns, let, sell, assign or use the premises or any part thereof for the purpose of selling intoxicating liquors thereon.

NOTE

August 14, 2000

DuBois, Pennsylvania

RD 3 Box 195, DuBois, PA 15801

[Property Address; Add Borrower's Post Office Address, if Different]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$21,919.71 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank, a division of First Commonwealth Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.700%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 14th day of each month beginning on September 14, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on March 14, 2008, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, a division of First Commonwealth Bank, DuBois Office, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$414.19.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or

NOTE
(Continued)

Page 2 of 2

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

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

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

(Seal)
Jeffrey A London - Borrower
Social Security Number - 206-62-0578

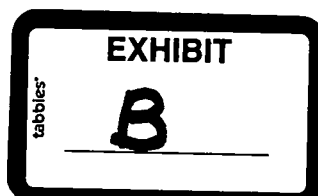
(Seal)
Diane R London - Borrower
Social Security Number - 183-64-4140

SS: 206-62-0578

| | | | | | |
|----------------------|---------|------------|---------|------|--------------|
| DEPOSIT BANK | 7-95 | \$33,300-0 | | | |
| 152104 BB R/C SY 2 | 6-30-00 | \$21,919 | 6-00 | OPEN | DELINQ 120 |
| 0000050010106964 | 2-00 | \$449 | \$1,658 | (60) | 4321CCCCCCCC |
| 9937058 D3701 071795 | | | | | -CCCCCCCCC |

| TYPE- | | *TERM- | | *ECOA- | | *DATE/OPEN- | | *BAL/DATE- | |
|---------------|----|------------------------|----|-----------------|----|---------------|----|------------|----|
| LAST/PAY- | | *1ST/AMT/TYPE- | | *BALANCE- | | *MONTH/PAY- | | | |
| 2ND/AMT/TYPE- | | *PYMT LEVEL/DATE- | | *SPASTDUE- | | *PYMT/STATUS- | | | |
| COM- | | *DELETE REMARK- YES/NO | | *CHANGE REMARK- | | | | | |
| BUREAU: | R1 | R2 | R3 | R4 | R5 | R6 | R7 | R8 | R9 |
| | I1 | I2 | I3 | I4 | I5 | I6 | I7 | I8 | I9 |

AUTHORIZED SIGNATURE HERE Jay Clark AVP DATE 8/14/00
D -- EXPERIAN BULLSEYE



AGE 1 DATE 8-01-2000 TIME 10:56:23 PCA01 V201 BPAS

DIANE RENA LONDON
 212 S MAIN ST
 DU BOIS PA 15801-1502

SS: 183-54-4140

| TRADES | | | | | | | | | |
|-------------------------------|----------|------------|----------|--------------|-------------|--|--|--|--|
| SUBSCRIBER | OPEN | AMT-TYP1 | AMT-TYP2 | ACCTCOND | PYMT STATUS | | | | |
| SUB# KOB TYP TRM ECOA BALDATE | BALANCE | PYMT LEVEL | MOS REV | PYMT HISTORY | BY MONTH | | | | |
| ACCOUNT # | LAST PD | MONTH PAY | PAST DUE | MAXIMUM | | | | | |
| DEPOSIT BANK | 7-95 | \$33,300-0 | | OPEN | DELINQ 120 | | | | |
| 1152104 BB R/C 5Y 4 6-30-00 | \$21,919 | 6-00 | (60) | 4321 | CCCCCCCCC | | | | |
| 70000050010106964 | 2-00 | \$449 | \$1,658 | | -CCCCCCCCC | | | | |
| 9937060 D3701 071795 | | | | | | | | | |

CHECK ONE BELOW:

☐ REMOVE ALL ACCOUNT DATA

☒ MAKE THE FOLLOWING REQUESTED CHANGE:

| | | | | | | | | | |
|---------------|------------------------|-----------------|--------------|----------------|--|--|--|--|--|
| *TYPE- | *TERM- | *ECOA- | *DATE/OPEN- | *BAL/DATE- | | | | | |
| *LAST/PAY- | *1ST/AMT/TYP- | *BALANCE- | *MONTH/PAY- | | | | | | |
| *2ND/AMT/TYP- | *PYMT LEVEL/DATE- | *\$PASTDUE- | *PYMT/STATUS | <i>Current</i> | | | | | |
| *COM- | *DELETE REMARK- YES/NO | *CHANGE REMARK- | | | | | | | |

| | | | | | | | | | |
|---------|----|----|----|----|----|----|----|----|----|
| BUREAU: | R1 | R2 | R3 | R4 | R5 | R6 | R7 | R8 | R9 |
| | I1 | I2 | I3 | I4 | I5 | I6 | I7 | I8 | I9 |

IMPORTANT: UPDATE YOUR INTERNAL SYSTEM TO REFLECT REQUESTED CHANGE(S)

THIS REPORT IS FOR DATA CORRECTION USE ONLY-RETURN FOR CORRECTION

SUBCODES: EXPERIAN _____ /EQUIFAX _____ /T.U. _____

AUTHORIZED SIGNATURE HERE *[Signature]* DATE 8/14/00

END -- EXPERIAN BULLSEYE

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

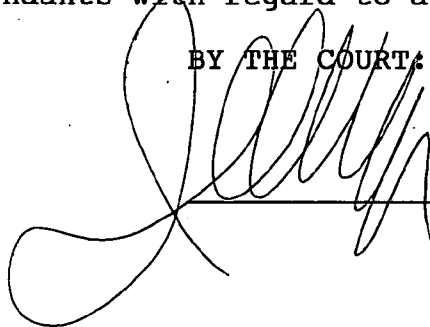
DEPOSIT BANK, :
Plaintiff :
 : No. 00 - - CD
vs :
 :
JEFFREY A. LONDON and DIANE R. :
LONDON, :
Defendants :

CONSENT ORDER

AND NOW, this 15th day of August, 2000, upon
Stipulation of the parties as hereinbefore outlined, it is hereby
ORDERED, ADJUDGED AND DECREE that the Mortgage and Mortgage Note
described in this action shall be executed and delivered to
Plaintiff and replaced both of record and otherwise thereby
constituting a first lien on the real estate described therein.

It is further ORDERED, ADJUDGED AND DECREED that Plaintiff
shall contribute the sum of Five Hundred (\$500) Dollars to
Defendants to assist Defendants with regard to attorney's fees.

BY THE COURT:



FILED

AUG 15 2000
0/11.55/10
William A. Shaw
Prothonotary

2 CERT TO ATT



CA

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

DEPOSIT BANK,
Plaintiff

No. 00-421-C.D.

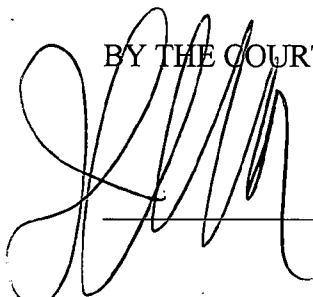
vs.

JEFFREY A. LONDON and DIANE R.
LONDON,
Defendants

CONSENT ORDER

AND NOW, this 8th day of February, 2002, upon consent of the parties, this Court's Order of April 10, 2000 prohibiting Defendants from encumbering or transferring or selling real estate is hereby vacated.

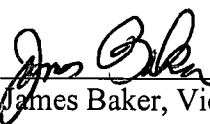
BY THE COURT,



JUDGE

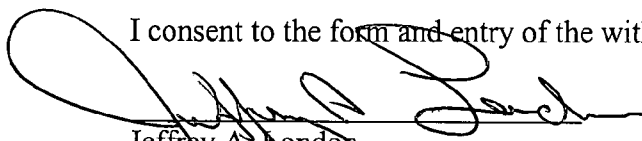
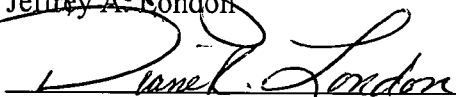
I consent to the form and entry of the within Order.

Deposit Bank

By: 
James Baker, Vice President

FILED

I consent to the form and entry of the within Order.


Jeffrey A. London

Diane R. London

FEB 11 2002
019:411 ICC atty Leazer
William A. Shaw
Prothonotary ICC atty
E. Ferruccio
9/21