

00-793-CD  
CLEARFIELD BANK & TRUST COMPANY -vs- GREGG C. RICH et al

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

CLEARFIELD BANK & TRUST COMPANY,  
PLAINTIFF

VS.

GREGG C. RICH AND VICTORIA A.  
RICH,  
DEFENDANTS

COMPLAINT IN MORTGAGE  
FORECLOSURE

FILED

JUL 07 2000

William A. Shaw  
Prothonotary

KIM C. KESNER  
ATTORNEY AT LAW  
23 North Second Street  
CLEARFIELD, PA 16830  
(814) 765-1706

*013271 cth, korn*  
*02 88.00*  
*Beck*

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

(U) CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

(U) (U) (U)  
GREGG C. RICH and VICTORIA  
A. RICH, (U)

Defendants

\* No. 00-793 -CD

\*

\*

\* Type of Case: Civil

\*

\*

\* Type of Pleading: Complaint

\* IN MORTGAGE FORECLOSURE

\*

\*

\*

\*

\* Filed on Behalf of: Plaintiff

\*

\*

\* Counsel of Record for this Party:

\*

\* Kim C. Kesner, Esquire

\* Supreme Court I.D. #28307

\* 23 North Second Street

\* Clearfield, PA 16830

\* (814) 765-1706

\*

\*

\* Other Counsel of Record:

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

**FILED**

JUL 07 2000

William A. Shaw  
Prothonotary

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

GREGG C. RICH and VICTORIA \*  
A. RICH,

Defendants

\*

\*

\*

\*

\*

\*

\*

\*

\*

No. 00-

-CD

**NOTICE**

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

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

Court Administrator's Office  
Clearfield County Courthouse  
Corner of Market & Second Streets  
Clearfield, PA 16830  
Telephone: (814) 765-2641 Ext. 1300

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

GREGG C. RICH, D.C. and VICTORIA  
A. RICH,

Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 00- -CD

**COMPLAINT**

AND NOW, comes the Plaintiff, Clearfield Bank & Trust Company, by its counsel, Kim C. Kesner, Esquire, who pursuant to Pa.R.Civ.P., Rule 1141 et seq. avers as follows:

1. Plaintiff is Clearfield Bank & Trust Company, an incorporated bank organized and existing under the laws of the Commonwealth of Pennsylvania, located at 11 North Second Street, Clearfield Borough, Clearfield County, Pennsylvania 16830.

2. Defendants are GREGG C. RICH of P.O. Box 933, Clearfield, Clearfield County, PA 16830 and VICTORIA A. RICH of 211 N. 2<sup>nd</sup> Street, Clearfield, Clearfield County, PA 16830.

3. On June 12, 1998, Defendants/Mortgagors made, executed, and delivered a mortgage, upon premises hereinafter described to Plaintiff/Mortgagee, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, in Deeds and Records Book Volume 1941, at page 212, a copy of which is annexed hereto as Exhibit "A" and incorporated herein by reference.

4. Said mortgage has not been assigned.

5. No judgment has been entered in any jurisdiction upon said mortgage or upon the underlying obligation to pay.

6. The premises subject to said mortgage are described as follows:

*ALL* those two certain pieces or parcels of land situated in the Township of Boggs, County of Clearfield and Commonwealth of Pennsylvania, and being more fully bounded and described in Exhibit "A" annexed hereto.

7. Defendants/mortgagors, Gregg C. Rich and Victoria A. Rich, acquired the premises described in Exhibit "A" by deed dated January 3, 1992 and recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania on January 6, 1992 in Deed Book 1436, page 193, and are the real owners thereof.

8. Said mortgage is in default because the Defendants/Mortgagors have failed or refused to pay the payment of principal and interest due on October 12, 1999, and have failed or refused to cure such default after notice in accordance with the mortgage and applicable law and thus, all sums secured by the mortgage are due and payable and collectible forthwith..

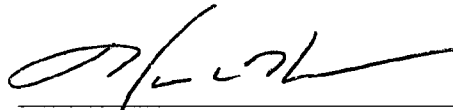
9. The following amounts are due on the mortgage:

(a) Principal and accrued interest at 7.75% as of 6/5/00	\$ 280,973.76
(b) Late charges	\$ 1,046.64
<b>TOTAL.....</b>	<b>\$ 282,020.40</b>

Plus interest at 7.75% per annum from June 5, 2000, Plaintiff/Mortgagee's reasonable costs and expenses of suit and Plaintiff's reasonable attorney's fees actually incurred collectible under the mortgage and applicable law, all to be added.

10. A Notice of Homeowners Emergency Mortgage Assistance Act of 1983, as required by Act 91 of 1983, 35 P.S. Sec. 1680, 401(c) et seq., was mailed to Defendants/Mortgagors, Gregg, C. Rich at P.O. Box 933, Clearfield, PA 16830 on December 21, 1999 and Victoria A. Rich of 211 N. 2<sup>nd</sup> Street, Clearfield, PA 16830 on December 31, 1999 by first class mail.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of Two Hundred Eighty Two Thousand Twenty and 40/100 (\$282,020.40) Dollars, together with interest on the unpaid balance at 7.75% per annum from June 5, 2000 costs of suit, late charges, and reasonable attorney's fees becoming due, and for foreclosure and sale of the mortgaged premises.

A handwritten signature in black ink, appearing to read 'Kim C. Kesner', is written over a horizontal line.

Kim C. Kesner, Esquire  
Attorney for Plaintiff

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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:26p 6-12-78  
BY *[Signature]*  
FEES 19.50  
Karen L. Starck, Recorder



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 12, 19 98. The mortgagor is GREGG, C. RICH and VICTORIA A. RICH, husband and wife, ("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under the laws of Clearfield, Pennsylvania 16830, and whose address is Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Two hundred seventy eight thousand and no/100 Dollars (U.S. \$ 278,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 12, 2013. 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 Boggs Township, Clearfield County, Pennsylvania:

See attached Exhibit "A"

which has the address of \_\_\_\_\_ West Decatur  
\_\_\_\_\_  
[Street] [City]  
Pennsylvania 16871 ("Property Address");  
[Zip Code]

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 seised 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. § 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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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

EXHIBIT "A"

1 OF 4



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 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

**Environmental Hazards.**

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform it's due diligence.
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal or hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

## Exhibit 'A'

**ALL** those two certain pieces or parcels of land situated in the Township of Boggs, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF:** BEGINNING at an iron pin and the Northeast corner of other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon; thence, South eighty-four degrees, fifteen minutes East (S 84°15' E), six hundred forty-two and seventy-nine hundredths feet (642.79) to an iron pin and also the Northwest corner of lands now or formerly of Grace Conklin; thence, along lands now or formerly of Grace Conklin, South four degrees West (S 4° W), three hundred seventy feet (370.0) to an iron pin; thence, along lands now or formerly of Grace Conklin and now or formerly of Ardell Knepp, South eighty-four degrees, fifteen minutes East (S 84°15' E), six hundred fifty-nine and sixty-nine hundredths feet (659.69) to an iron pin on line now or formerly of Ardell Knepp; thence, along lands now or formerly of Ardell Knepp, South four degrees West (S 4° W), nine hundred nineteen and seventy-one hundredths feet (919.71) to an iron pin located on line now or formerly of Durrell A. and Mona L. Baney; thence, along said Baney lands and other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon, North eighty-four degrees, thirty-six minutes, twenty seconds West (N 84°36'20" W), one thousand five hundred ninety-eight and one tenth feet (1,598.1) to an iron pin; thence, along other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon, North five degrees, forty minutes, fifteen seconds East (N 5°40'15" E), one thousand ninety-eight and three hundredths feet (1,098.03) to an iron pin; thence, still along other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon, North eighty-four degrees, thirty-nine minutes East (N 84°39' E), two hundred eighty feet (280.0) to an axle; thence, still along other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon, North no degrees, fifty-one minutes, thirty seconds West (N 0°51'30" W), one hundred forty-eight and eight hundredths feet (148.08) to an iron pin and place of beginning. CONTAINING 40.2484 acres as outlined in red on the survey map dated September 21, 1991 prepared by Nicholas Shirokey, Registered Professional Land Surveyor.

**THE SECOND THEREOF:** BEGINNING at a railroad spike at the centerline of Legislative Route 17059, said railroad spike being approximately 2,100 feet West of the intersection of L. R. 17059 with L.R. 17121; thence, South 14 degrees 50' West 544.09 feet to an iron pin; thence, by lands of Nicholas and Agnes Solomon North 84 degrees 50' West 202.87 feet to an iron pin; thence, North 14 degrees 50' East 551.71 feet to a railroad spike at the center of said Legislative Route 17059, thence, by the centerline of Legislative Route 17059 South 82 degrees 42' East 201.74 feet to a railroad spike and the place of beginning. CONTAINING 2.52 acres, more or less.

EXCEPTING and RESERVING from this conveyance unto the former Grantor as aforesaid, its successors and assigns all of the oil, gas and associated liquid hydrocarbons upon, in, or under said premises.

UNDER and SUBJECT to any and all easements, rights of way, exceptions, reservations, covenants and limitations of record, and also, Under and Subject to any and all easements, rights of way, exceptions, reservations, covenants and limitations apparent or in any way affecting the premises.

UNDER and SUBJECT to a right of way over, upon and through a parcel of land consisting of 1.0697 acres.

BEING the same premises conveyed to the Mortgagors herein by deed of N. W. Solomon, et ux dated January 3, 1992 and recorded in Clearfield County Deed and Record Book 1436, page 193.

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; Forebearance 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.

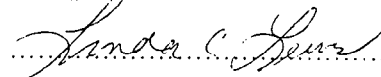

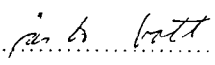
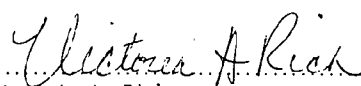
26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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:

 Linda C. Lewis	 Gregg C. Rich (Seal) — Borrower
 Victoria A. Rich	 Victoria A. Rich (Seal) — Borrower

[Space Below This Line For Acknowledgment]

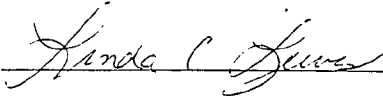
COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 12th day of June, 19 98, before me,  
the undersigned officer, personally appeared Gregg C. & Victoria A. Rich, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes herein contained.

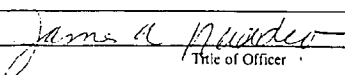
WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notarial Seal  
Linda C. Lewis, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires July 25, 1999

hereby certify that the above address or the within Mortgagee (Lender) is

  
Linda C. Lewis  
11 North Second Street, Clearfield, PA 16830.  
Title of Officer

  
James A. Pender  
Title of Officer

Commonwealth Of Pennsylvania

:

: SS.

County Of Clearfield

:

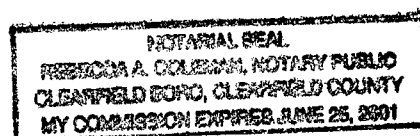
Before me, the undersigned authority personally appeared WILLIAM A. SHINER, who, being duly sworn according to law, deposes and says that he is the <sup>Sr</sup> Vice President of Lending and Secretary of Clearfield Bank & Trust Company, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information, and belief.

William A. Shiner  
William A. Shiner  
Sr. Vice President of Lending & Secretary

Sworn to and subscribed before me this 7 day of July, 2000

Rebecca A. Coleman  
Notary Public

My Commission Expires:



(2)

KIM C. KESNER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST

00-793-CD

VS

RICH, GREGG C. , D.C.

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW JULY 10, 2000 AT 12:20 PM DST SERVED THE WITHIN  
COMPLAINT ON GREGG C. RICH, D.C., DEFENDANT AT SHERIFF'S  
OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO GREGG C. RICH, D.C. A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SHULTZ

NOW JULY 12, 2000 AT 11:34 AM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON VICTORIA A. RICH,  
DEFENDANT AT RESIDENCE 211 N. 2ND ST., CLEARFIELD,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VICTORIA A.  
RICH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN  
MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS  
THEREOF.  
SERVED BY: DAVIS/MORGILLO

27.33 SHFF. HAWKINS PAID BY: PLFF.  
20.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

20th DAY OF July 2000  
*William A. Shaw*

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

SO ANSWERS,

*Chester A. Hawkins*  
*by Mandy Hamer*  
CHESTER A. HAWKINS  
SHERIFF

FILED

JUL 20 2000  
m/10:30am  
William A. Shaw  
Prothonotary

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

GREGG C. RICH and VICTORIA  
A. RICH,

Defendants

\* No. 00-793 -CD

\*

\*

\* Type of Case: Civil

\*

\*

\* Type of Pleading: Complaint

\* IN MORTGAGE FORECLOSURE

\*

\*

\*

\*

\* Filed on Behalf of: Plaintiff

\*

\*

\* Counsel of Record for this Party:

\*

\* Kim C. Kesner, Esquire

\* Supreme Court I.D. #28307

\* 23 North Second Street

\* Clearfield, PA 16830

\* (814) 765-1706

\*

\*

\* Other Counsel of Record:

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

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

JUL 07 2000

Attest.

  
Prothonotary



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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

GREGG C. RICH and VICTORIA \*  
A. RICH,

Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 00- -CD

**NOTICE**

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

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

Court Administrator's Office  
Clearfield County Courthouse  
Corner of Market & Second Streets  
Clearfield, PA 16830  
Telephone: (814) 765-2641 Ext. 1300

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

CLEARFIELD BANK & TRUST	*		
COMPANY,	*		
	*	Plaintiff	
	*		
vs.	*	No. 00-	-CD
	*		
GREGG C. RICH, D.C. and VICTORIA	*		
A. RICH,	*		
	*	Defendants	

**COMPLAINT**

AND NOW, comes the Plaintiff, Clearfield Bank & Trust Company, by its counsel, Kim C. Kesner, Esquire, who pursuant to Pa.R.Civ.P., Rule 1141 et seq. avers as follows:

1. Plaintiff is Clearfield Bank & Trust Company, an incorporated bank organized and existing under the laws of the Commonwealth of Pennsylvania, located at 11 North Second Street, Clearfield Borough, Clearfield County, Pennsylvania 16830.

2. Defendants are GREGG C. RICH of P.O. Box 933, Clearfield, Clearfield County, PA 16830 and VICTORIA A. RICH of 211 N. 2<sup>nd</sup> Street, Clearfield, Clearfield County, PA 16830.

3. On June 12, 1998, Defendants/Mortgagors made, executed, and delivered a mortgage, upon premises hereinafter described to Plaintiff/Mortgagee, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, in Deeds and Records Book Volume 1941, at page 212, a copy of which is annexed hereto as Exhibit "A" and incorporated herein by reference.

4. Said mortgage has not been assigned.

---

5. No judgment has been entered in any jurisdiction upon said mortgage or upon the underlying obligation to pay.

6. The premises subject to said mortgage are described as follows:

*ALL* those two certain pieces or parcels of land situated in the Township of Boggs, County of Clearfield and Commonwealth of Pennsylvania, and being more fully bounded and described in Exhibit "A" annexed hereto.

7. Defendants/mortgagors, Gregg C. Rich and Victoria A. Rich, acquired the premises described in Exhibit "A" by deed dated January 3, 1992 and recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania on January 6, 1992 in Deed Book 1436, page 193, and are the real owners thereof.

8. Said mortgage is in default because the Defendants/Mortgagors have failed or refused to pay the payment of principal and interest due on October 12, 1999, and have failed or refused to cure such default after notice in accordance with the mortgage and applicable law and thus, all sums secured by the mortgage are due and payable and collectible forthwith..

9. The following amounts are due on the mortgage:

(a) Principal and accrued interest at	\$ 280,973.76
7.75% as of 6/5/00	

(b) Late charges	\$ 1,046.64
------------------	-------------

<b>TOTAL.....</b>	<b>\$ 282,020.40</b>
-------------------	----------------------

Plus interest at 7.75% per annum from June 5, 2000, Plaintiff/Mortgagee's reasonable costs and expenses of suit and Plaintiff's reasonable attorney's fees actually incurred collectible under the mortgage and applicable law, all to be added.

---

10. A Notice of Homeowners Emergency Mortgage Assistance Act of 1983, as required by Act 91 of 1983, 35 P.S. Sec. 1680, 401(c) et seq., was mailed to Defendants/Mortgagors, Gregg, C. Rich at P.O. Box 933, Clearfield, PA 16830 on December 21, 1999 and Victoria A. Rich of 211 N. 2<sup>nd</sup> Street, Clearfield, PA 16830 on December 31, 1999 by first class mail.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of Two Hundred Eighty Two Thousand Twenty and 40/100 (\$282,020.40) Dollars, together with interest on the unpaid balance at 7.75% per annum from June 5, 2000 costs of suit, late charges, and reasonable attorney's fees becoming due, and for foreclosure and sale of the mortgaged premises.

A handwritten signature in black ink, appearing to read 'Kim C. Kesner', is written over a horizontal line.

Kim C. Kesner, Esquire  
Attorney for Plaintiff

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 12, 19 98. The mortgagor is GREGG, C. RICH and VICTORIA A. RICH, husband and wife, ("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under the laws of Clearfield, Pennsylvania 16830, and whose address is (Lender). Borrower owes Lender the principal sum of Two hundred seventy eight thousand and no/100 Dollars (U.S. \$ 278,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 12, 2013. 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 Boggs Township, Clearfield County, Pennsylvania:

See attached Exhibit "A"

which has the address of West Decatur  
[Street] [City]  
Pennsylvania 16871 ("Property Address");  
[Zip Code]

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. § 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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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

EXHIBIT "A"  
1 OF 4

ACCESS 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 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

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform it's due diligence.
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

**THE FIRST THEREOF:** BEGINNING at an iron pin and the Northeast corner of other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon; thence, South eighty-four degrees, fifteen minutes East (S 84°15'E), six hundred forty-two and seventy-nine hundredths feet (642.79) to an iron pin and also the Northwest corner of lands now or formerly of Grace Conklin; thence, along lands now or formerly of Grace Conklin, South four degrees West (S 4° W), three hundred seventy feet (370.0) to an iron pin; thence, along lands now or formerly of Grace Conklin and now or formerly of Ardell Knepp, South eighty-four degrees, fifteen minutes East (S 84°15'E), six hundred fifty-nine and sixty-nine hundredths feet (659.69) to an iron pin on line now or formerly of Ardell Knepp; thence, along lands now or formerly of Ardell Knepp, South four degrees West (S 4° W), nine hundred nineteen and seventy-one hundredths feet (919.71) to an iron pin located on line now or formerly of Durrell A. and Mona L. Baney; thence, along said Baney lands and other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon, North eighty-four degrees, thirty-six minutes, twenty seconds West (N 84°36'20" W), one thousand five hundred ninety-eight and one tenth feet (1,598.1) to an iron pin; thence, along other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon, North five degrees, forty minutes, fifteen seconds East (N 5°40'15" E), one thousand ninety-eight and three hundredths feet (1,098.03) to an iron pin; thence, still along other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon, North eighty-four degrees, thirty-nine minutes East (N 84°39' E), two hundred eighty feet (280.0) to an axle; thence, still along other lands of N. W. Solomon a/k/a Nicholas W. Solomon and Agnes J. Solomon, North no degrees, fifty-one minutes, thirty seconds West (N 0°51'30" W), one hundred forty-eight and eight hundredths feet (148.08) to an iron pin and place of beginning. CONTAINING 40.2484 acres as outlined in red on the survey map dated September 21, 1991 prepared by Nicholas Shirokey, Registered Professional Land Surveyor.

**THE SECOND THEREOF:** BEGINNING at a railroad spike at the centerline of Legislative Route 17059, said railroad spike being approximately 2,100 feet West of the intersection of L. R. 17059 with L.R. 17121; thence, South 14 degrees 50' West 544.09 feet to an iron pin; thence, by lands of Nicholas and Agnes Solomon North 84 degrees 50' West 202.87 feet to an iron pin; thence, North 14 degrees 50' East 551.71 feet to a railroad spike at the center of said Legislative Route 17059; thence, by the centerline of Legislative Route 17059 South 82 degrees 42' East 201.74 feet to a railroad spike and the place of beginning. CONTAINING 2.52 acres, more or less.

EXCEPTING and RESERVING from this conveyance unto the former Grantor as aforesaid, its successors and assigns all of the oil, gas and associated liquid hydrocarbons upon, in, or under said premises.

UNDER and SUBJECT to any and all easements, rights of way, exceptions, reservations, covenants and limitations of record, and also, Under and Subject to any and all easements, rights of way, exceptions, reservations, covenants and limitations apparent or in any way affecting the premises.

UNDER and SUBJECT to a right of way over, upon and through a parcel of land consisting of 1.0697 acres.

BEING the same premises conveyed to the Mortgagors herein by deed of N. W. Solomon, et ux dated January 3, 1992 and recorded in Clearfield County Deed and Record Book 1436, page 193.



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.

1044-217  
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:

Linda C. Lewis ..... (Seal)  
Gregg C. Rich ..... —Borrower

Victoria A. Rich ..... (Seal)  
Victoria A. Rich ..... —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 12th day of June, 19 98, before me,  
the undersigned officer, personally appeared Gregg C. & Victoria A. Rich, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes herein contained.  
WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: July 25, 1999

Notarial Seal  
Linda C. Lewis, Notary Public  
Clearfield Boro., Clearfield County  
My Commission Expires July 25, 1999  
hereby certify that the true address of the within Mortgagee (Lender) is

Linda C. Lewis  
11 North Second Street, Clearfield, PA 16830.  
Title of Officer  
James A. Mowder  
Title of Officer

Commonwealth Of Pennsylvania

:

: SS.

County Of Clearfield

:

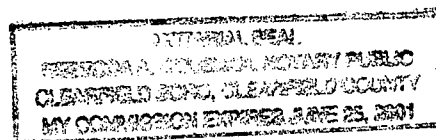
Before me, the undersigned authority personally appeared WILLIAM A. SHINER, who, being duly sworn according to law, deposes and says that he is the <sup>Sr</sup> Vice President of Lending and Secretary of Clearfield Bank & Trust Company, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information, and belief.

William A. Shiner  
William A. Shiner  
Sr. Vice President of Lending & Secretary

Sworn to and subscribed before me this 7 day of July, 2000

Rebecca A. Coleman  
Notary Public

My Commission Expires:





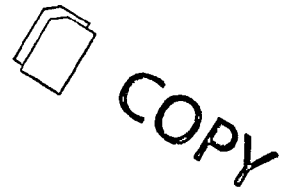
OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

 COPY

**Notice of Proposed Termination of Court Case**

November 10, 2005

FILED

NOV 10 2005

William A. Shaw  
Prothonotary/Clerk of Courts

RE: 00-793-CD  
Clearfield Bank & Trust Company  
Vs.  
Gregg C. Rich and Victoria A. Rich

Dear Plaintiff/Defendant:

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

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

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

By the Court,



David S. Meholic  
Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-793-CD  
Clearfield Bank & Trust Company  
Vs.  
Gregg C. Rich and Victoria A. Rich

Dear Plaintiff/Defendant:

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

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

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

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholick".

David S. Meholick  
Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-793-CD  
Clearfield Bank & Trust Company  
Vs.  
Gregg C. Rich and Victoria A. Rich

Dear Plaintiff/Defendant:

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

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

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

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic  
Court Administrator

00-793-CD

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

FILED  
NOV 28 2005  
3/10:00 PM  
7m

William A. Shaw  
Prothonotary/Clerk of Courts

WTS

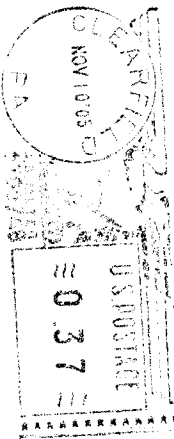
16830+2536-11 C001

Victoria Rich  
211 N. Second St.  
Clearfield, PA

☐ A  
☐ C  
☐ S

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

RTS  
RETURN TO SENDER





OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-793-CD  
Clearfield Bank & Trust Company  
Vs.  
Gregg C. Rich and Victoria A. Rich

Dear Plaintiff/Defendant:

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

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

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

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic  
Court Administrator



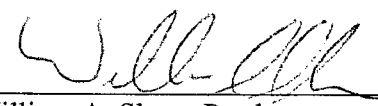
In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

  
William A. Shaw, Prothonotary

FILED

MAY 04 2006

William A. Shaw  
Prothonotary/Clerk of Courts

CA

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

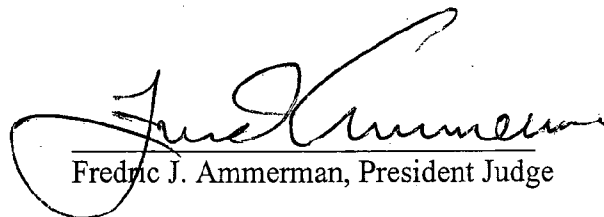
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3<sup>RD</sup> day of May, 2006, the Court hereby directs the Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

BY THE COURT:

  
Fredric J. Ammerman, President Judge

**FILED** *iec CIA*  
*96-0188-CD*  
MAY 04 2006 *iec MDJS*  
*UM* *Ford, Ireland, Rudella*  
William A. Shaw  
Prothonotary/Clerk of Courts