

00-1215-0D
CLEARFIELD BANK & TRUST COMPANY -vs- JAMES E. SHOMO etux

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

⑭ CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

v.

②② JAMES E. SHOMO ⑤② ⑧② and SANDRA J.
SHOMO, husband and wife,
Defendants

00-1215-CD

NOTICE TO DEFEND

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 LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

FILED

OCT 02 2000

William A. Shaw
Prothonotary

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

v.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,

Defendants

COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney,
Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is Clearfield Bank & Trust Company, a corporation, with a principal place of business of 11 North Second Street, Clearfield, , Clearfield County, Pennsylvania 16830.
2. The Defendants are James E. Shomo and Sandra J. Shomo, husband and wife, with a residential address of R.R.1, Box 246, Coalport, Pennsylvania 16627 and a commercial address of R.R.1, Box 600, Coalport, Pennsylvania 16627.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated September 17, 1998, in the principal amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars, a copy of the said Mortgage

is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1969 at Page 97.

4. The said Mortgage is and contains a lien against that certain tract of land situate in Beccaria Township, Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "A".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$100,000.00, as set forth in Promissory Note dated September 17, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "B".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due February 17, 2000, and despite subsequent payments, have not made monthly payments due for June 17, 2000 to present with interest due from May 17, 2000.

7. The Plaintiff has given the Defendants a written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated May 3, 2000, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "C".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

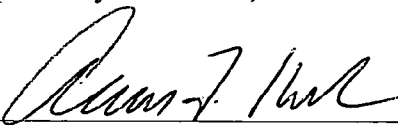
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 95,036.09
(b)	Interest per diem of 22.13169 from 5/17/00 until 9/28/00	\$ 2,965.65
(c)	Late Charges	\$ 197.00
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 14,255.41</u>
FINAL TOTAL		\$112,469.65

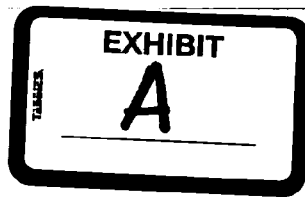
WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$112,469.65 plus interest at 11%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated: 9/26/00



Alan F. Kirk
Attorney for Plaintiff



MORTGAGE

VOL 1969 PAGE 97

This Mortgage is made this 17th day of September, 1998 between the Mortgagor James E. Shomo and Sandra J. Shomo, husband and wife, of R.R.#1, Box 246, Coalport, Pennsylvania 16627 (herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00);

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 180 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 17, 2013.

NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

See Attached Schedule "A" and "B"

No. 1) R.R.#1, Route No. 53, Coalport, Beccaria Township, Clearfield County, Pennsylvania 16627 and No. 2)

which has the address of R.R.#1, Box 246 (Street)

Coalport, Pennsylvania 16627
(City) (Zip Code)
(herein "Property Addresses");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all 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".

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");

TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

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 listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

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

4. **Hazard 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 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 unreasonable withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee 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 paragraph 1. If under paragraph 17 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.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.**
 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 to enforce laws or regulations), the 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 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. 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.

7. **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.

8. **Condemnation.**
 The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking or 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 Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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 Mortgage, 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.

9. **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 Mortgage 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 refused to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage 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.
10. **Remedies Cumulative.**
All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**
The covenants and agreements of this Mortgage 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 Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; 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 Mortgage or the Note without that Borrower's consent.
12. **Loan Charges.**
If the loan secured by this Mortgage 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.
13. **Legislation Affecting Lender's Rights.**
If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.

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 for 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 Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.**

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

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. **Acceleration; Remedies.**

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

18. **Lender in Possession.**

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. **Release.**

Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

20. **Purchase Money Mortgage.**

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

21. **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.

22. **Future Advances.**

Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

23. **Environmental Hazards.**

Borrower agrees that Borrower:

(a) (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 its due diligence;

(b) 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;

(c) 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;

(d) 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;

(e) 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

(f) shall report or submit to the Lender promptly: (1) 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 (2) 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.

(g) 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.

24. **Riders to this Mortgage.**

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

- ☐ Adjustable Rate Rider ☐ Condominium Rider
☐ 2-4 Family Rider ☐ Graduated Payment Rider
☐ Planned Unit Development Rider
☐ Other(s) [specify]

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

Witnesses:

Raymond J. Wendt

Raymond J. Wendt

James E. Shomo (Seal)
Borrower
JAMES E. SHOMO

Sandra J. Shomo (Seal)
Borrower
SANDRA J. SHOMO

COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF CAMBRIA

:

On this, the 17th day of September, 1998,
 before me the undersigned officer, personally appeared James E.
Shomo and Sandra J. Shomo, husband and wife,
 known to me (or satisfactorily proven) to be the persons whose names
 are _____
 subscribed to the within instrument and acknowledged that they

_____ executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand

and official seal.



Mary Ellen Wendekier
 Notary Public

My Commission Expires:

Notarial Seal
 Mary Ellen Wendekier, Notary Public
 Patton Boro, Cambria County
 My Commission Expires Nov. 13, 2000
 Member, Pennsylvania Association of Notaries

I certify that the precise
 address of the within named
 lender is:

11 N. Second Street, P.O.Box 171, Clearfield, PA 16830

Raymond J. Wendekier
 Signature Raymond J. Wendekier,
 Attorney for Mortgagee

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Flinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five (85°) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of sixty-two and thirty eight hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten (10°) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three (83°) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Flinton to Coalport; then along the right-of-way of said Old Township Road North fifteen (15°) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85°) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10°) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10°) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

All that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Younkin; thence along the line of said Younkin lands South $70^{\circ} 25'$ West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South $10^{\circ} 26'$ East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South $82^{\circ} 12'$ East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres.

Schedule "B"

HEREBY CERTIFY & HAVE THIS DOCUMENT
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

9-17-98

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME

2:04 PM

BY

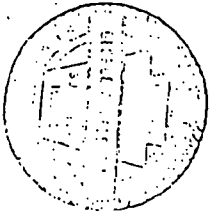
Raymond W. Winkler

FEES

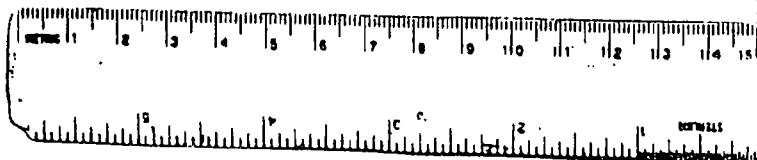
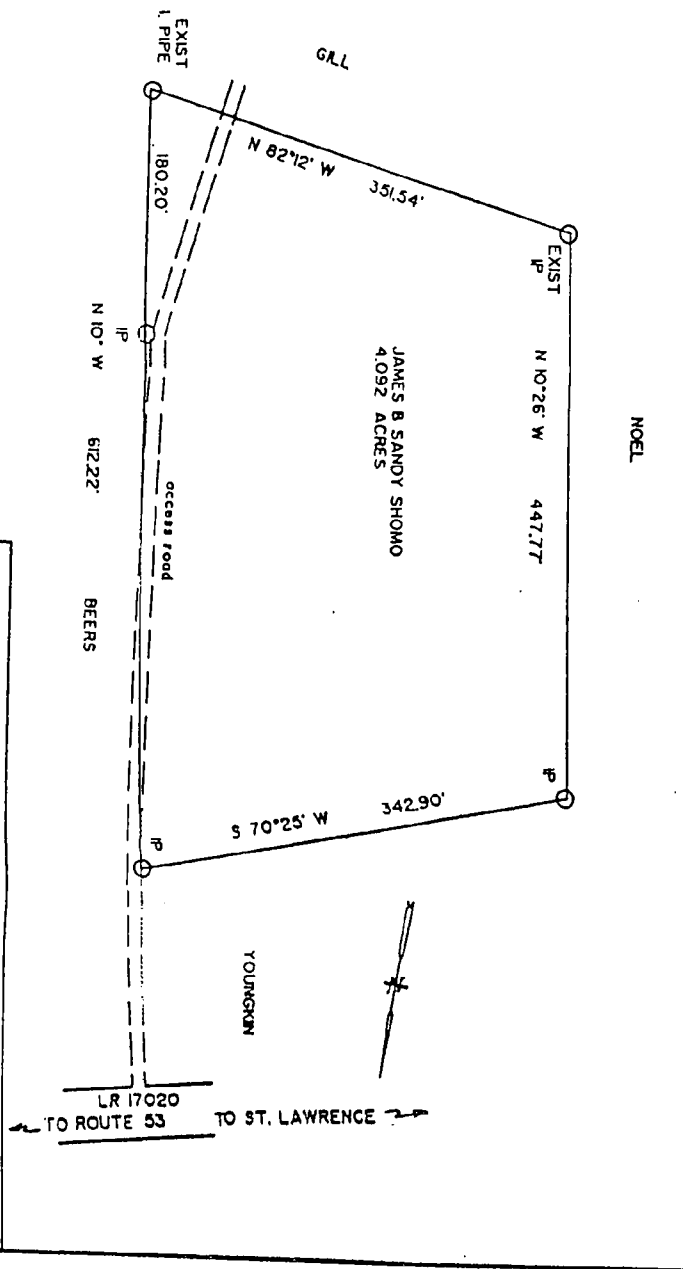
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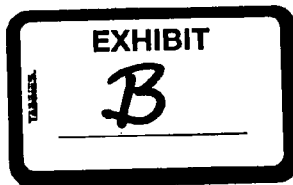
Karen L. Starck, Recorder

10-2 SURVEYING - 1991
10-2 DIRECTLY STANDARD - 1991



Survey of Property for James B Sandy Shomo	
Situate: Beccaria Township Clearfield Co, Pennsylvania	SCALE 1"=100'
Prepared by: GEORGE A. CREE, REGISTERED SURVEYOR RD 1 BOX 32 FALLENBURGER PA 16839	DRAWN BY CCH FBI/67
DATE 9/24/90	APPROVED BY <i>George A. Cree</i>
DRAWING NUMBER 9-58-90	





100,000.00

PROMISSORY NOTE

Loan # 30112146

Dated September 17, 1998

James E. Shomo

RD 1, Box 246, Coalport, PA 16627

Sandra J. Shomo

RD 1, Box 246, Coalport, PA 16627

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of ("Lender")

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

any of Lender's branch offices,

The Principal sum of --One Hundred Thousand and 00/100-- Dollars lawful money of the United States, to be paid as follows: Principal is payable on Demand together with the accrued interest then outstanding, but if no demand is made by Lender then 60 monthly principal and interest installments of \$985.01 commencing on the 17th day of October, 1998 and continuing on the 17th day of each month thereafter. Subsequent monthly principal and interest installments will be based on a variable interest rate of Lender's Prime Rate, currently 8.50% plus 1.00%. The payment schedule will amortize the loan over the full 180 month term. Any increase or decrease in the amount of interest due caused by early or late payments will be reflected in the final installment which will be modified accordingly.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of 8.5% per annum which will be fixed for the first five year time period only. Interest thereafter will be at a variable rate of Lenders Prime Rate, currently 1.50% plus 1.00%

and shall be payable with each principal payment as billed.

If a payment is made more than 15 days after its scheduled due date, a late charge of 5% of the payment amount or a minimum of \$5.00 will be charged.

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"). In addition to any other security agreement or document granting Lender any rights in any of Obligor's ("Obligor"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the liabilities, including endorssers, sureties and guarantors) property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first obtains access of Obligor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

☐ If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

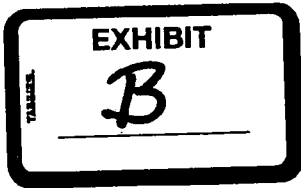
, 19____, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

(1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefore.
(2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them.
(3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshalling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.

(4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.



100,000.00

PROMISSORY NOTE

Loan # 3012146

Dated September 17, 1998

for James E. Shomo

of RD 1, Box 246, Coalport, PA 16627

for Sandra J. Shomo

of RD 1, Box 246, Coalport, PA 16627

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CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

any of Lender's branch offices,

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] If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

, 19, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of other Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, reorganization or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

- (1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefore.
- (2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them.
- (3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshalling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.
- (4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

WARRANT OF ATTORNEY: Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action of replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution; Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisal, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is stricken or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and Confess Judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Lender may only be done to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

INDIVIDUAL DEBTOR(S) SIGN BELOW

James E. Shomo (SEAL)
Name James E. Shomo, Owner
Sandra J. Shomo (SEAL)
Name Sandra J. Shomo

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Name of Corporation or Partnership (SEAL)
By: Name and Title (SEAL)

(CORPORATE SEAL)

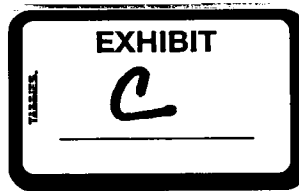
PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Debtors to Lender.

MISCELLANEOUS: Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest hereon shall become effective on the days on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.



HOMEOWNER'S NAME(S):	<u>Sandra J. Shomo</u>
	<u>James E. Shomo</u>
MAILING ADDRESS:	<u>R.R. 1, Box 246</u>
	<u>Coalport, PA 16627-9730</u>
LOAN ACCT. NO.:	<u>30412146</u>
ORIGINAL LENDER:	<u>Clearfield Bank & Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank & Trust Company</u>
DATE:	<u>May 03, 2000</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

*** IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at: Commercial property - R.D. 1, Box 600, Coalport, PA (Rainbow Inn)
Residence - R.R. 1, Box 246, Coalport, PA

IS SERIOUSLY IN DEFAULT because:

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

February, March & April @ \$985.01 = \$2,955.03

Other charges (explain/itemize): Late Charges of \$280.51

TOTAL AMOUNT PAST DUE: \$3,235.54

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

EARLIEST POSSIBLE SHERIFF'S SALE DATE --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 4 months from the date of this Notice.** A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	CLEARFIELD BANK AND TRUST COMPANY
<u>Address:</u>	11 N. 2ND STREET, P.O. BOX 171
	CLEARFIELD, PA 16830
<u>Phone Number:</u>	(814) 765-7551 OR 1-888-765-7551
<u>Fax Number:</u>	(814) 765-2943
<u>Contact Person:</u>	LORI A. KURTZ

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

U.S. POSTAL SERVICE CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
CLEARFIELD BANK & TRUST COMPANY
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:
James E. Shomo
R.R. 1, Box 246
Coalport, PA 16627-9730

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
CLEARFIELD BANK & TRUST COMPANY
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:
Sandra J. Shomo
R.R. 1, Box 246
Coalport, PA 16627-9730

PS Form 3817, Mar. 1989



7099 3400 0002 7592 5626

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

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Name (Please Print Clearly) (to be completed by mailer)
James E. Shomo
Street, Apt. No., or PO Box No.
R.R. 1, Box 246
City, State, ZIP+4
Coalport, PA 16627-9730

PS Form 3800, July 1999 See Reverse for Instructions



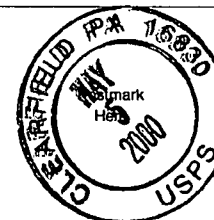
U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Name (Please Print Clearly) (to be completed by mailer)
Sandra J. Shomo
Street, Apt. No., or PO Box No.
R.R. 1, Box 246
City, State, ZIP+4
Coalport, PA 16627-9730

PS Form 3800, July 1999 See Reverse for Instructions



P. O. BOX 171
CLEARFIELD, PA 16830

5151 5151 5151 5151 5151 5151



CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE

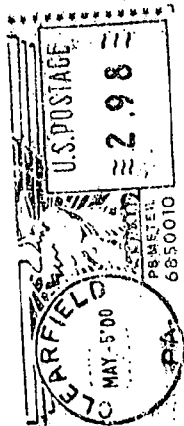
Sandra J. Shomo
R.R. 1, Box 246
Coalport, PA 16627-9730

Unclaimed

RETURNED TO SENDER

Reason for return:

- ☒ Unaddressed
- ☐ Address unknown
- ☐ Insufficient address
- ☐ No such street
- ☐ No such office in state
- ☐ No post permit in this country



Name: Sandra J. Shomo
1st notice: 5-6-00
2nd notice: 5-16-00
Return: 5-21-00

9295 2652 2000 0000 7592 5602



CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE

James E. Shomo
R.R. 1, Box 246
Coalport, PA 16627-9730

Unclaimed

RETURNED TO SENDER

Reason for return:

- ☒ Unaddressed
- ☐ Address unknown
- ☐ Insufficient address
- ☐ No such street
- ☐ No such office in state
- ☐ No post permit in this country



Name: James E. Shomo
1st notice: 5-6-00
2nd notice: 5-16-00
Return: 5-21-00

VERIFICATION

I, WILLIAM A. SHINER, Senior Vice President and Secretary of
CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the
foregoing Complaint are true and correct to the best of my knowledge, information and
belief. I understand that false statements herein are made subject to the penalties of 18
PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner
William A. Shiner, Senior Vice President
and Secretary

DATE:

FILED

OCT 02 2000

William A. Shaw
Prothonotary

See Shaw

PO #80.00

10/2/00 at York

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10238

CLEARFIELD BANK & TRUST COMPANY

00-1215-CD

VS.

SHOMO, JAMES E. & SANDRA J.

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 19, 2000 AT 10:38 AM DST SERVED THE WITHIN COMPLAINT ON
JAMES E. SHOMO, DEFENDANT AT RESIDENCE/EMPLOYMENT, RR#1 BOX 600,
COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES SHOMO A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING.

NOW OCTOBER 19, 2000 AT 10:38 AM DST SERVED THE WITHIN COMPLAINT ON
SANDRA J. SHOMO, DEFENDANT AT RESIDENCE/EMPLOYMENT, RR#1 BOX 600,
COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES SHOMO,
HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING.

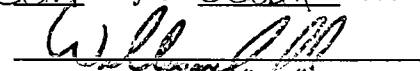
Return Costs

Cost	Description
53.45	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.


FILED
OCT 30 2000
01:45
William A. Shaw
Prothonotary

Sworn to Before Me This

30th Day Of October, 2000


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

So Answers,


by Marilyn Hays
Chester A. Hawkins
Sheriff
COMP.

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

v.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,
Defendants

COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney,
Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is Clearfield Bank & Trust Company, a corporation, with a principal place of business of 11 North Second Street, Clearfield, , Clearfield County, Pennsylvania 16830.
2. The Defendants are James E. Shomo and Sandra J. Shomo, husband and wife, with a residential address of R.R.1, Box 246, Coalport, Pennsylvania 16627 and a commercial address of R.R.1, Box 600, Coalport, Pennsylvania 16627.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated September 17, 1998, in the principal amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars, a copy of the said Mortgage

is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1969 at Page 97.

4. The said Mortgage is and contains a lien against that certain tract of land situate in Beccaria Township, Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "A".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$100,000.00, as set forth in Promissory Note dated September 17, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "B".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due February 17, 2000, and despite subsequent payments, have not made monthly payments due for June 17, 2000 to present with interest due from May 17, 2000.

7. The Plaintiff has given the Defendants a written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated May 3, 2000, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "C".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

10. The amounts due and owing under the terms of the said Mortgage are as follows:

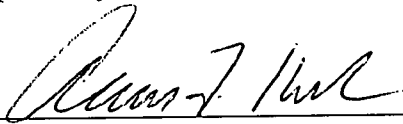
(a)	Principal Balance	\$ 95,036.09
(b)	Interest per diem of 22.13169 from 5/17/00 until 9/28/00	\$ 2,965.65
(c)	Late Charges	\$ 197.00
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 14,255.41</u>

FINAL TOTAL	\$112,469.65
--------------------	---------------------

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$112,469.65 plus interest at 11%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated: 9/26/00



Alan F. Kirk
Attorney for Plaintiff



MORTGAGE

VOL 1969 PAGE 97

This Mortgage is made this 17th day of September, 1998 between the Mortgagor James E. Shomo and Sandra J. Shomo, husband and wife, of R.R.#1, Box 246, Coalport, Pennsylvania 16627 (herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00);

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 180 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 17, 2013.

NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

See Attached Schedule "A" and "B"

No. 1) R.R.#1, Route No. 53, Coalport, Beccaria Township, Clearfield County, Pennsylvania 16627 and No. 2)

which has the address of R.R.#1, Box 246 (Street)

Coalport, Pennsylvania 16627
(City) (Zip Code)

(herein "Property Addresses");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all 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".

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");

TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

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 listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

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

4. **Hazard 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 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 unreasonable withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee 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 paragraph 1. If under paragraph 17 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.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.**
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 to enforce laws or regulations), the 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 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. 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.

7. **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.
8. **Condemnation.**
The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking or 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 Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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 Mortgage, 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.

9. **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 Mortgage 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 refused to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage 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.
10. **Remedies Cumulative.**
All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**
The covenants and agreements of this Mortgage 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 Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; 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 Mortgage or the Note without that Borrower's consent.
12. **Loan Charges.**
If the loan secured by this Mortgage 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.
13. **Legislation Affecting Lender's Rights.**
If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.

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 for 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 Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability.

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

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. Acceleration; Remedies.

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

18. Lender in Possession.

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. **Release.**
Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.
20. **Purchase Money Mortgage.**
If any of the debt secured by this Mortgage is lent to Borrower to acquire title to the Property, this Mortgage shall be a purchase money mortgage.
21. **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.
22. **Future Advances.**
Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.
23. **Environmental Hazards.**
Borrower agrees that Borrower:
 - (a) (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 its due diligence;
 - (b) 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;
 - (c) 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;

(d) 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;

(e) 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

(f) shall report or submit to the Lender promptly: (1) 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 (2) 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.

(g) 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.

24. **Riders to this Mortgage.**

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

- ☐ Adjustable Rate Rider ☐ Condominium Rider
☐ 2-4 Family Rider ☐ Graduated Payment Rider
☐ Planned Unit Development Rider
☐ Other(s) [specify]

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

Witnesses:

Raymond J. Wendt

Raymond J. Wendt

James E. Shomo (Seal)
 Borrower
 JAMES E. SHOMO

Sandra J. Shomo (Seal)
 Borrower
 SANDRA J. SHOMO

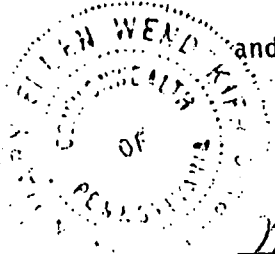
COMMONWEALTH OF PENNSYLVANIA:
: ss.
COUNTY OF CAMBRIA :

On this, the 17th day of September, 1998,
before me the undersigned officer, personally appeared James E.
Shomo and Sandra J. Shomo, husband and wife,
known to me (or satisfactorily proven) to be the persons whose names
are _____
subscribed to the within instrument and acknowledged that they

_____ executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand

and official seal.



Mary Ellen Wendekier
Notary Public

My Commission Expires:

Notarial Seal
Mary Ellen Wendekier, Notary Public
Patton Boro, Cambria County
My Commission Expires Nov. 13, 2000
Member, Pennsylvania Association of Notaries

I certify that the precise
address of the within named
lender is: 11 N. Second Street, P.O.

Box 171, Clearfield, PA 16830

Raymond J. Wendekier
Signature Raymond J. Wendekier,
Attorney for Mortgagee

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township,
Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Flinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five (85⁰) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five (85⁰) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five (85⁰) degrees West a distance of sixty-two and thirty eight hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten (10⁰) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three (83⁰) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three (83⁰) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Flinton to Coalport; then along the right-of-way of said Old Township Road North fifteen (15⁰) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Heil dated December 10, 1956.

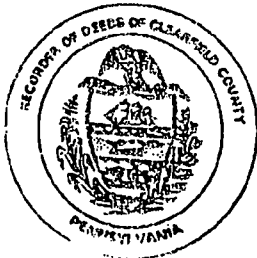
NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85⁰) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10⁰) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83⁰) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10⁰) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Heil dated December 10, 1956.

All that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Younkin; thence along the line of said Younkin lands South $70^{\circ} 25'$ West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South $10^{\circ} 26'$ East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South $82^{\circ} 12'$ East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres.

Schedule "B"

is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

9-17-98

CLEARFIELD COUNTY
ENTERED OF RECORD

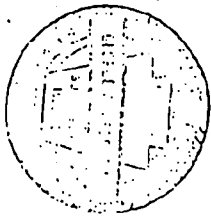
TIME 2:04 PM

BY *Raymond W. Winkler*

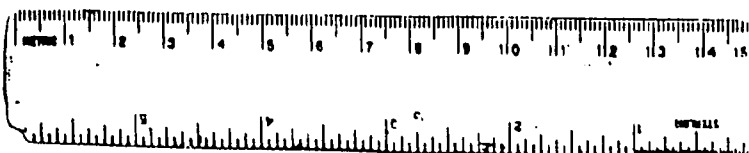
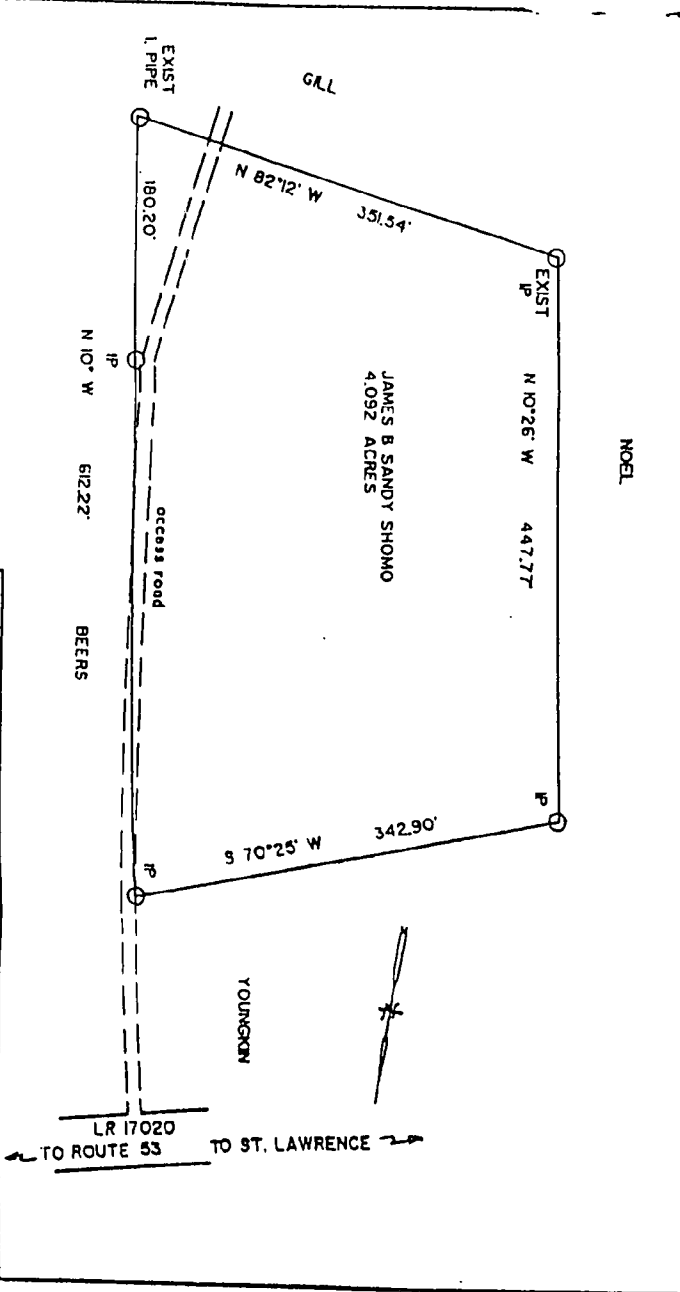
FEES 31.50

Karen L. Starck, Recorder

15-1 SURVEYING - 1991
AS DIRECTLY MEASURED FROM



DATE		APPROVED BY		DRAWING NUMBER	
9/24/90		<i>George A. Cuff</i>		9-58-90	
Survey of Property for James B Sandy Shomo					
Situated: Beccaria Township, Clearfield Co., Pennsylvania		SCALE: 1"=100'		DRAWN BY: CCH FB#157	
Prepared by: GEORGE A. CUFF, REGISTERED SURVEYOR NO 1 BOX 32, FALLENBURGER, PA 16839					





100,000.00 PROMISSORY NOTE Loan # 30112146 Dated September 17, 1998

Debtor James E. Shomo of RD 1, Box 246, Coalport, PA 16627
Debtor Sandra J. Shomo of RD 1, Box 246, Coalport, PA 16627

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of ("Lender")
CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

at any of Lender's branch offices,

The Principal sum of --One Hundred Thousand and 00/100----- Dollars
in lawful money of the United States, to be paid as follows: Principal is payable on Demand together with the accrued interest then outstanding, but if no demand is made by Lender then 60 monthly principal and interest installments of \$985.01 commencing on the 17th day of October, 1998 and continuing on the 17th day of each month thereafter. Subsequent monthly principal and interest installments will be based on a variable interest rate of Lender's Prime Rate, currently 8.50% plus 1.00%. The payment schedule will amortize the loan over the full 180 month term. Any increase or decrease in the amount of interest due caused by early or late payments will be reflected in the final installment which will be modified accordingly.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of 8.5% per annum which will be fixed for the first five year time period only. Interest thereafter will be at a variable rate of Lenders Prime Rate, currently 8.50% plus 1.00%

and shall be payable with each principal payment as billed.
If a payment is made more than 15 days after its scheduled due date, a late charge of 5% of the payment amount or a minimum of \$5.00 will be charged.

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any of Obligor's "Obligor", as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the liabilities, including endorser, sureties and guarantors) property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first exercises access of Obligor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

☐ If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

19____, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

- (1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefore.
- (2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them.
- (3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshalling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.
- (4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

WARRANT OF ATTORNEY: Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action of replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisal, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is stricken or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and Confess Judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Lender may only be done to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

INDIVIDUAL DEBTOR(S) SIGN BELOW

Name James E. Shomo (SEAL)
Name Sandra J. Shomo (SEAL)
Name Sandra J. Shomo

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Name of Corporation or Partnership (SEAL)
By: _____ (SEAL)
Name and Title

(SEAL)

Attorn

(CORPORATE SEAL)

PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Obligors to Lender.

MISCELLANEOUS: Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest hereon shall become effective on the days on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.

EXHIBIT

C

HOMEOWNER'S NAME(S): Sandra J. Shomo
James E. Shomo
MAILING ADDRESS: R.R. 1, Box 246
Coalport, PA 16627-9730
LOAN ACCT. NO.: 30412146
ORIGINAL LENDER: Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company
DATE: May 03, 2000

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

*** IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at: Commercial property - R.D. 1, Box 600, Coalport, PA (Rainbow Inn)
Residence - R.R. 1, Box 246, Coalport, PA

IS SERIOUSLY IN DEFAULT because:

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

February, March & April @ \$985.01 = \$2,955.03

Other charges (explain/itemize):Late Charges of \$280.51

TOTAL AMOUNT PAST DUE:\$3,235.54

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

EARLIEST POSSIBLE SHERIFF'S SALE DATE --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 4 months from the date of this Notice.** A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	<u>CLEARFIELD BANK AND TRUST COMPANY</u>
<u>Address:</u>	<u>11 N. 2ND STREET, P.O. BOX 171</u>
	<u>CLEARFIELD, PA 16830</u>
<u>Phone Number:</u>	<u>(814) 765-7551 OR 1-888-765-7551</u>
<u>Fax Number:</u>	<u>(814) 765-2943</u>
<u>Contact Person:</u>	<u>LORI A. KURTZ</u>

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

U.S. POSTAL SERVICE CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
CLEARFIELD BANK & TRUST COMPANY
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:
James E. Shomo
R.R. 1, Box 246
Coalport, PA 16627-9730

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
CLEARFIELD BANK & TRUST COMPANY
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:
Sandra J. Shomo
R.R. 1, Box 246
Coalport, PA 16627-9730

PS Form 3817, Mar. 1989



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

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Name (Please Print Clearly) (to be completed by mailer)
James E. Shomo
Street, Apt. No., or PO Box No.
R.R. 1, Box 246
City, State, ZIP+4
Coalport, PA 16627-9730

PS Form 3800, July 1999 See Reverse for Instructions

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

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Name (Please Print Clearly) (to be completed by mailer)
Sandra J. Shomo
Street, Apt. No., or PO Box No.
R.R. 1, Box 246
City, State, ZIP+4
Coalport, PA 16627-9730

PS Form 3800, July 1999 See Reverse for Instructions

7099 3400 0002 7592 5626

P. O. BOX 177
CLEARFIELD, PA 16830

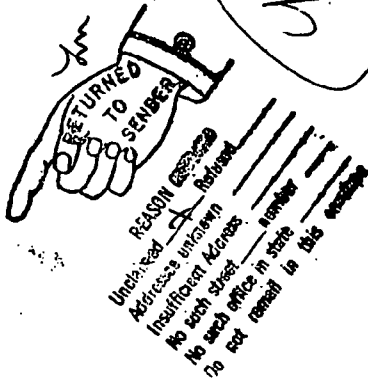
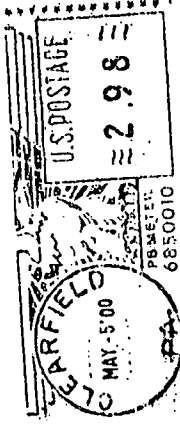


CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE.

Sandra J. Shomo
R.R. 1, Box 246
Coalport, PA 16627-9730

NAME
1st Notice 5-6-00
2nd Notice 5-16-00
Return 5-21-00



16627-9730

9295 2652 2002 0046 6602

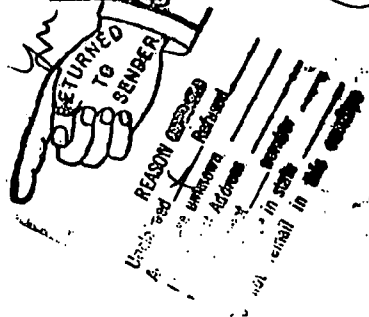
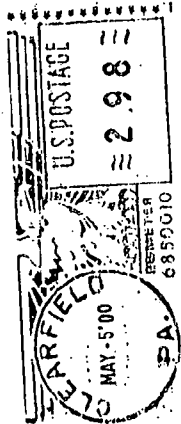


CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE.

James E. Shomo
R.R. 1, Box 246
Coalport, PA 16627-9730

Unclaimed



NAME
1st Notice 5-6-00
2nd Notice 5-16-00
Return 5-21-00

VERIFICATION

I, WILLIAM A. SHINER, Senior Vice President and Secretary of
CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the
foregoing Complaint are true and correct to the best of my knowledge, information and
belief. I understand that false statements herein are made subject to the penalties of 18
PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner
William A. Shiner, Senior Vice President
and Secretary

DATE:

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

No. 00-1215-CD

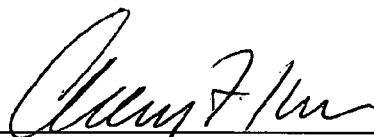
v.

FL *82*
JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,
Defendants

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

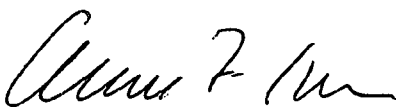
TO PROTHONOTARY:

Please enter Default Judgment in the amount of **ONE HUNDRED TWELVE THOUSAND FOUR HUNDRED SIXTY-NINE AND 65/100 (\$112,469.65) DOLLARS** together with interest and costs of this suit on the above captioned Defendant due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.



Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to both Defendants on November 9, 2000, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notices are attached hereto, made a part hereof and incorporated herein by reference.



Alan F. Kirk, Esquire
Attorney for Plaintiff

FILED

NOV 27 2000

William A. Shaw
Prothonotary

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

v.

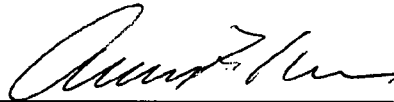
JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,
Defendants

No. 00-1215-CD

TO PROTHONOTARY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No. 00-1215CD in the principal amount of
\$112,469.65 together with interest and costs of suit.

By:



Alan F. Kirk, Esquire
1375 Martin Street, Suite 204
State College, PA 16803
Telephone: 814.234.2048

COPY

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

v.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,
Defendants

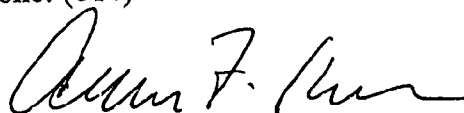
No. 00-1215-CD

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS
FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED
AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY
OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A
LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD
ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE
YOU CAN GET LEGAL HELP:

Date: 11-17-00

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
Telephone: (814)765.2641



Alan F. Kirk, Esquire
Attorney for the Plaintiff
1375 Martin Street, Suite 204
State College, PA 16803

James E. Shomo-Certified Mail # 7099 3400 0007 9766 6311

Return Receipt

Sandra J. Shomo-Certified Mail # 7099 3400 0007 9766 6304

Return Receipt

COPY

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

v.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,
Defendants

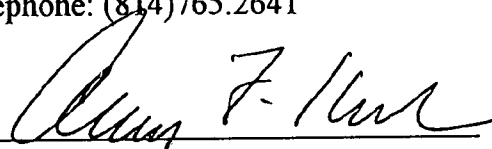
No. 00-1215-CD

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FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED
AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY
OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A
LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD
ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE
YOU CAN GET LEGAL HELP:

Date: 11-09-00

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
Telephone: (814)765.2641


Alan F. Kirk, Esquire
Attorney for the Plaintiff
1375 Martin Street, Suite 204
State College, PA 16803

James E. Shomo-Certified Mail # 7099 3400 0007 9766 6311

Return Receipt

✓ Sandra J. Shomo-Certified Mail # 7099 3400 0007 9766 6304

Return Receipt

7099 3400 0007 9766 6304

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

Article Sent To:

Postage	\$.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	—
Total Postage & Fees	\$ 2.98

Name (Please Print Clearly) (to be completed by mailer)
Sandra J. Shono
Street, Apt. No., or PO Box No.
R.R. 1, Box 246
City, State, ZIP+4
Coalport, PA 16627

PS Form 3800, July 1999 See Reverse for Instructions

PA AM PHIL BLDG STA
NOV 9 2000
USPS

7099 3400 0007 9766 6311

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

Article Sent To:

Postage	\$.33
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Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	—
Total Postage & Fees	\$ 2.98

Name (Please Print Clearly) (to be completed by mailer)
James E. Shono
Street, Apt. No., or PO Box No.
R.R. 1, Box 246
City, State, ZIP+4
Coalport, PA 16687

PS Form 3800, July 1999 See Reverse for Instructions

PA AM PHIL BLDG STA
NOV 9 2000
USPS

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Mrs. Sandra J. Shono
R.R. 1, Box 246
Coalport, PA 16687

4a. Article Number
7099 3400 0007 9766 6304

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery
11-10-00

5. Received By: (Print Name)
Sandra J. Shono

6. Signature: (Addressee or Agent)
X Sandra J. Shono

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Mr. James E. Shono
R.R. 1, Box 246
Coalport, PA 16687

4a. Article Number
7099 3400 0007 9766 6311

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery
11-10-00

5. Received By: (Print Name)
Ben Shono

6. Signature: (Addressee or Agent)
X Ben Shono

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

FILED No CC
012:12-201 Atty Kirk pd. 20.00
NOV 27 2000 Statement to P15
JPM William A. Shaw Notice to S Shomo
Prothonotary Notice to S Shomo

COPY

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

v.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,
Defendants

No. 00-1215-CD

TO: JAMES E. SHOMO

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 112,469.65 on November 27, 2000.

, Prothonotary

COPY

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

v.

JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,
Defendants

No. 00-1215-CD

TO: SANDRA J. SHOMO

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 12,469.105 on November 27, 2000.

, Prothonotary

COPY

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

Clearfield Bank & Trust
Plaintiff(s)

No.: 2000-01215-CD

Real Debt: \$112,469.65

Atty's Comm:

Vs.

Costs: \$

Int. From:

James E Shomo
Sandra J. Shomo
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 27, 2000

Expires: November 27, 2005

Certified from the record this 27th day of November, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

No. 00-1215-CD

v.
52 82
JAMES E. SHOMO and SANDRA J.
SHOMO, husband and wife,
Defendants

FILED

DEC 07 2000

William A. Shaw
Prothonotary

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF

Issue writ of execution in the above matter,

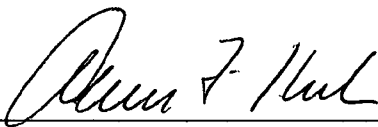
Amount due: **\$112,469.65**

Plus continuing interest of 11% on the principal balance from **September 28, 2000**, plus costs.

A description of the property to be levied upon and sold is attached hereto in duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and marked Exhibit "B".



Alan F. Kirk, Esquire
Attorney for Plaintiff

FILED

DEC 07 2000
Mig. 481 a.H.
William A. Shaw
Prothonotary

by krl
pd. \$70.00

books to Shing

[Signature]

EXHIBIT "A":

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at a stake on the right-of-way of the old Township Road leading from Flinton to Coalport at a corner of land now or formerly of John Palmer; then along the line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of fifty-four and twenty-two hundredths (54.22) feet to a point on the East side of the right-of-way of Pennsylvania State Highway Route No. 53; then crossing Pennsylvania State Highway Route No. 53 to the West side of the same South eighty-five (85°) degrees West for fifty-five (55) feet; then continuing along line of land now or formerly of John Palmer South eighty-five (85°) degrees West a distance of sixty-two and thirty eight hundredths (62.38) feet to a stake and corner of Parcel No. 2 hereinafter described; then along line of said Parcel No. 2 South ten (10°) degrees East a distance of one hundred seventy-eight (178) feet to a stake on line of land now or formerly of Hegarty Heirs; then along line of land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of twenty and eight-tenths (20.8) feet to the West side of State Highway Route No. 53; then crossing the East side by the same North eighty-three (83°) degrees East fifty-five (55) feet; then along line of land now or formerly of Harry P. Boone North eighty-three degrees East a distance one hundred nine (109) feet to a stake and corner on the right-of-way of the old Township Road leading from Flinton to Coalport; then along the right-of-way of said Old Township Road North fifteen (15°) degrees West a distance of one hundred seventy-four and five-tenths (174.5) feet to a stake and corner, the place of beginning. Being Parcel No. 1 on the map of survey of G. A. Hell dated December 10, 1956.

NO. 2: BEGINNING at a stake on line of land now or formerly of John Palmer at corner of Parcel No. 1 hereinbefore described; then along said land now or formerly of John Palmer South eighty-five (85°) degrees West a distance eighty-seven (87) feet to a stake on line of land now or formerly of Blake Campbell; then along line of said land now or formerly of Blake Campbell South ten (10°) degrees East a distance of one hundred eighty-one (181) feet to a stake and corner of line of land now or formerly of Hegarty Heirs; then along the line of said land now or formerly of Hegarty Heirs North eighty-three (83°) degrees East a distance of eighty-seven (87) feet to a stake and corner of Parcel No. 1 hereinbefore described; then along the line of said Parcel No. 1 North ten (10°) degrees West a distance of one hundred seventy-eight (178) feet to a stake and corner, the place of beginning. Being Parcel No. 2 on map of survey of G. A. Hell dated December 10, 1956.

All that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Younkin; thence along the line of said Younkin lands South 70° 25' West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres.

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in Beccaria Township, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

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

James E. Shomo
Sandra J. Shomo
R.R. 1, Box 246
Coalport, PA 16627

2. The name and address of the Defendants in judgment is as follows:

James E. Shomo
Sandra J. Shomo
R.R. 1, Box 246
Coalport, PA 16627

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

Clearfield Bank & Trust Company
11 North Second Street
Clearfield, PA 16830

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

Clearfield Bank & Trust Company
11 North Second Street
Clearfield, PA 16830

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

None

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

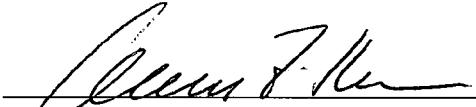
Clearfield County Tax Claim Bureau
Clearfield, PA 16830

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

None

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

Date: 12/5/00


Alan F. Kirk, Esq.
Attorney for Plaintiff

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

Clearfield Bank & Trust Company,
Plaintiffs

NO: 00-1215-CD

COPY

James E. Shomo and Sandra J. Shomo,
husband and wife,
Defendant

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due Clearfield Bank & Trust Co, Plaintiff (s) from James E. Shomo and Sandra J. Shomo, Defendant (s).

- (1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:
See attached description.
- (2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of:
GARNISHEE
GARNISHEE (S) as follows: ACCOUNT and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
- (3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$112,469.65
INTEREST: FROM

PAID: \$203.36

SHERIFF: \$
PROTH. COSTS: \$
OTHER COSTS: \$

ATTY'S COMM: \$
DATE: December 7, 2000

William A. Shaw
Prothonotary/Clerk Civil Division

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

REQUESTING PARTY NAME:
Alan Kirk, Esquire

Sheriff

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

Clearfield Bank & Trust Company,
Plaintiffs

NO: 00-1215-CD

James E. Shomo and Sandra J. Shomo,
husband and wife,
Defendant

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due Clearfield Bank & Trust Co, Plaintiff (s) from James E. Shomo and Sandra J. Shomo, Defendant (s).

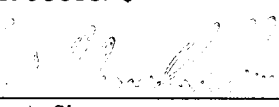
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See attached description.
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GARNISHEE
GARNISHEE (S) as follows: ACCOUNT and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
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AMOUNT DUE: \$112,469.65
INTEREST: FROM

PAID: \$203.36

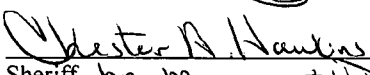
ATTY'S COMM: \$
DATE: December 7, 2000

SHERIFF: \$
PROTH. COSTS: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 7th day
of December A.D. 2000
at 3:20 A.M./P.M.



Sheriff by Margaret W. Pitt

REQUESTING PARTY NAME:
Alan Kirk, Esquire

EXHIBIT "A":

ALL those two (2) certain pieces or parcels of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

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All that certain piece or parcel of land situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Younkin; thence along the line of said Younkin lands South 70° 25' West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10499

CLEARFIELD BANK & TRUST COMPANY

00-1215-CD

VS.

SHOMO, JAMES E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, DECEMBER 29, 2000, AT 11:25 AM O'CLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

A SALE IS SET FOR FRIDAY, FEBRUARY 2, 2001, AT 10:00 AM.

**NOW, DECEMBER 29, 2000, AT 11:25 AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON JAMES E. SHOMO, DEFENDANT, AT
HIS PLACE OF RESIDENCE, RR #1, BOX 246, COALPORT, CLEARFIELD COUNTY,
PENNSYLVANIA, 16627, BY HANDING TO JAMES E. SHOMO, DEFENDANT, A TRUE
AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, DECEMBER 29, 2000, AT 11:25 AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON JAMES E. SHOMO, HUSBAND OF
SANDRA J. SHOMO, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #1, BOX 246,
COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, 16627, BY HANDING TO
JAMES E. SHOMO, HUSBAND OF SANDRA J. SHOMO, DEFENDANT, A TRUE
AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF
SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, JANUARY 29, 2001, RECEIVED LETTER FROM ALAN KIRK, ATTORNEY FOR
THE PLAINTIFF, THAT SALE IS TO BE CANCELLED.**

**NOW, JANUARY 22, 2002, RETURN WRIT AS NO SALE HELD, RECEIVED LETTER
TO CANCEL SALE. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED
ADVANCE TO THE ATTORNEY.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10499

CLEARFIELD BANK & TRUST COMPANY

00-1215-CD

VS.

SHOMO, JAMES E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$238.12

SURCHARGE \$ 40.00

PAID BY ATTORNEY

FILED

JAN 22 2002

013140 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

22nd Day Of January 2002

WILLIAM A. SHAW
Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Margaret W. Pitt
Chester A. Hawkins
Sheriff

ALAN F. KIRK
Attorney-At-Law
1375 Martin Street, Suite 204
State College, PA 16803

(814) 234-2048
Fax (814) 234-4166

January 26, 2001

VIA FAX #765.5915 and
FIRST CLASS U.S. MAIL
Clearfield County Sheriff
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

**Re: Clearfield Bank & Trust Company v. James E. Shomo
and Sandra J. Shomo
No. 00-1215-CD**

Dear Sheriff:

Please **cancel** the Sheriff Sale scheduled for Friday, February 2, 2001 @ 10:00 a.m. in the above-referenced matter.

If you have any questions, please contact me.

Sincerely,


Alan F. Kirk

AFK/mms

xc: Lori Kurtz, Clearfield Bank & Trust Co.

 1-29-01

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the _____ day of _____ 2001, I ex-posed the within described real estate of _____

to public venue or outcry at which time and place I sold the same to _____ he being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz:

SHERIFF COSTS:

\$

RDR	15.00
SERVICE	15.00
MILEAGE	14.56
LEVY	15.00
MILEAGE	14.56
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE .04	3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	30.00
ADD'L MILEAGE	
ADD'L LEVY	15.00 + 15.00
BID	
RETURNS/DEPUTIZE	
COPIES	5.00

TOTAL SHERIFF COSTS \$ 238.12

DEED COSTS:

REG & REC 15.50
ACKNOWLEDGMENT 5.00

TRANSFER TAX 2% _____

TOTAL DEED COSTS _____

DEBT & INTEREST:

AMOUNT DUE _____ \$ 112,469.65
INTEREST _____

TO BE ADDED _____

TOTAL \$ _____

COSTS:

ATTORNEY FEES	—
PRO SATISFACTION	—
ADVERTISING	\$ 471.75
LATE CHARGE & FEES	—
TAXES-Collector	—
TAXES-Tax Claim	—
COSTS OF SUIT-TO BE ADDED	\$ —
LIST OF LIENS	\$ —
MORTGAGE SEARCH	\$ —
ACKNOWLEDGMENT	\$ —
COST	\$ —
ATTORNEY COMMISSION	—
SHERIFF COSTS	\$ 238.12
LEGAL JOURNAL	\$ 148.50
REFUND OF ADVANCE	\$ —
REFUND OF SURCHARGE	\$ —
PROTHONOTARY	\$ -203.36

TOTAL COSTS

\$ 858.37

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

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST
COMPANY,
Plaintiff

vs.

JAMES E. SHOMO and
SANDRA J. SHOMO, husband and
wife,
Defendants

No. 00-1215-CD

Type of Pleading: PRAECIPE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893

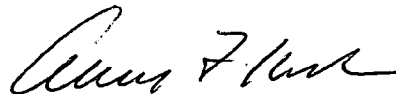
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

PRAECIPE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the above-captioned matter settled, discontinued and satisfied.

Respectfully submitted,



Date: July 22, 2004

Alan F. Kirk, Esquire
Attorney for the Plaintiff
1375 Martin Street, Suite 204
State College, PA 16803
ID#36893
Phone: 814.234.2048
Fax: 814.234.4166

FILED

AUG 11 2004

W/3:45
William A. Shaw

Prothonotary/Clerk of Courts
COPY OF Disc. TO ATT
COPY OF Disc. TO C/A.

FILED

JUL 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

278.12
 127. -
 405.12

FILED
 01/25/10
 JUL 27 2004
 No cc.
 Cert. of Disc.
 to Atty K. H.
 William A. Shaw
 Prothonotary/Clerk of Courts
 Copy to c14

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

CIVIL DIVISION

Clearfield Bank & Trust Company

Vs.

No. 2000-01215-CD

James E. Shomo

Sandra J. Shomo

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

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

Settled, Discontinued and Satisfied

Record costs in the sum of \$\$405.12 have been paid in full by Atty. Kirk.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of August A.D. 2004.

William A. Shaw, Prothonotary