

01-85-CD  
DEGEORGE CAPITAL CORP. f/k/a-vs- JOHN L. BOOM et al  
PLYMOUTH CAPITAL COMPANY  
INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**PRAECIPE TO SATISFY  
JUDGMENT**

Filed on Behalf of:

DeGeorge Capital Corp.  
f/k/a Plymouth Capital  
Company, Inc., Plaintiff

Counsel of Record for  
This Party:

Matthew F. Marshall, Esq.  
PA I.D. No. 72853

Dillon McCandless King  
Coulter & Graham L.L.P.  
Cranberry Professional Park  
501 Smith Drive, Suite 3  
Cranberry Twp., PA 16066  
(724) 776-6644

**FILED**

OCT 29 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

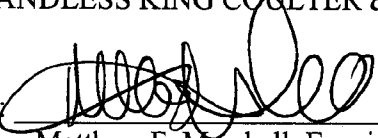
**PRAECIPE TO SATISFY JUDGMENT**

TO THE PROTHONOTARY:

Kindly mark the Judgment in the above captioned matter satisfied upon payment  
of your costs only.

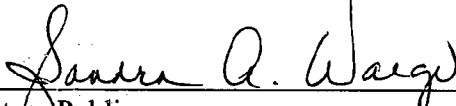
DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.

By

  
Matthew F. Marshall, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before me

This 26<sup>th</sup> day of October, 2001

  
Sandra A. Wargo

Notary Public

My Commission expires:

Notarial Seal  
Sandra A. Wargo, Notary Public  
Cranberry Twp., Butler County  
My Commission Expires June 17, 2002

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

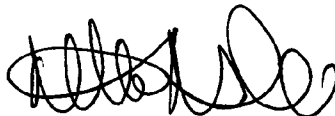
No. 2001-00085-CD

**CERTIFICATE OF SERVICE**

I certify that I mailed a true and correct copy of this **PRAECIPE TO**  
**SATISFY JUDGMENT**, via U.S. Mail, first class, postage pre-paid, on the 26<sup>th</sup>  
day of October, 2001, to the following:

John L. Bloom  
315 Bloomington Avenue  
Curwensville, PA 16833-0233

Jo Ann Bloom  
R. D. 1  
Carnwath, PA



Matthew F. Marshall, Esquire

FILED

OCT 29 2001

m/12:12 p.m.

William A. Shaw

Prothonotary

tee

pd \$7<sup>00</sup>

Em

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 01-85-60

COMPLAINT IN MORTGAGE  
FORECLOSURE

Filed on Behalf of:

DeGeorge Capital Corp.  
f/k/a Plymouth Capital  
Company, Inc., Plaintiff

Counsel of Record for  
This Party:

Matthew F. Marshall, Esq.  
PA I.D. No. 72853

Dillon McCandless King  
Coulter & Graham L.L.P.  
Cranberry Professional Park  
501 Smith Drive, Suite 3  
Cranberry Twp., PA 16066  
(724) 776-6644

**FILED**

JAN 17 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,	:	
f/k/a PLYMOUTH CAPITAL	:	
COMPANY, INC.,	:	No.
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
JOHN L. BLOOM and JO ANN	:	
BLOOM, his wife,	:	
	:	
Defendants.	:	

NOTICE TO DEFEND

TO THE WITHIN-NAMED DEFENDANT (S):

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

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:

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone: (814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,	:	
f/k/a PLYMOUTH CAPITAL	:	
COMPANY, INC.,	:	No.
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
JOHN L. BLOOM and JO ANN	:	
BLOOM, his wife,	:	
	:	
Defendants.	:	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW comes the Plaintiff, DeGeorge Capital Corp., formerly known as Plymouth Capital Company, Inc., by and through its attorneys, Dillon McCandless King Coulter & Graham L.L.P., per Matthew F. Marshall, Esquire, and files the following Complaint In Mortgage Foreclosure:

1. Plaintiff, DeGeorge Capital Corp., formerly known as Plymouth Capital Company, Inc. (hereinafter "DeGeorge Capital"), is a corporation organized and existing under the laws of the State of Delaware with a place of business located at 99 Realty Drive, Post Office Box 761, Cheshire, CT 06410.



2. Defendants, John L. Bloom and Jo Ann Bloom, husband and wife, are adult individuals who upon information and belief reside at 219 Michlin Avenue, Corner of Third Street and Michlin Avenue, Curwensville, Clearfield County, Pennsylvania 16833.

3. Defendants are the owners of the real property subject to the mortgage described below.

4. On or about September 11, 1997, in consideration of their indebtedness to Plaintiff in the amount of Eighty-Six Thousand Four Hundred and no/100 Dollars (\$86,400.00), Defendants made, executed and delivered to Plaintiff their promissory note in favor of Plaintiff, in the amount of Eighty-Six Thousand Four Hundred and no/100 Dollars (\$86,400.00) (the "Note"). A true and correct copy of the Note is attached hereto, made a part hereof and marked as Exhibit "A".

5. As security for the performance of their obligations under the Note, Defendants made, executed and delivered to Plaintiff a mortgage upon the real property located at 219 Michlin Avenue, Corner of Third Street and Michlin Avenue, Curwensville, Clearfield County, Pennsylvania 16833 (the "Mortgage"), which Mortgage is

recorded in the office of the Recorder of Deeds of Clearfield County in Mortgage Book Volume 1872, Page 67. A true and correct copy of the Mortgage is attached hereto, made a part hereof and marked as Exhibit "B".

6. The Mortgage covers the property described in the Mortgage, attached hereto and made a part hereof and marked as Exhibit "B".

7. Beginning with the payment due on February 11, 1999, Defendants have failed to pay Plaintiff the mortgage payments due, and have defaulted under the terms of the Note and Mortgage.

8. Pursuant to the terms of the Note, Plaintiff has made demand for payment of all sums due and owing thereunder but payment has been refused.

9. Defendants are indebted to Plaintiff under the Note and Mortgage as follows:

Principal/Finance Charges/Fees as of May 1, 1999	\$101,878.52
Additional Finance Charges as of January 1, 2001	20,810.66
Attorneys' fee of five percent (5%)	<u>6,134.46</u>
Total Debt (as of January 1, 2001)	\$128,823.64

Interest continues to accrue from January 1, 2001 until time of judgment, at the per diem rate of \$34.06.

10. Act 6, 41 P.S. § 101 et seq., does not apply to the Mortgage because the original principal amount of the indebtedness secured by the Mortgage is greater than Fifty Thousand Dollars.

11. Pursuant to the Notice provisions of Act 91, 35 P.S. § 1680.403(c), and Act 6, 41 P.S. § 101 et seq., notices were sent to Defendants, dated October 20, 2000, by certified mail, return receipt requested. A copy of said notices to the Defendants are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff demands judgment for foreclosure and sale of the mortgaged premises against Defendants in the amount of One Hundred Twenty Eight Thousand Eight Hundred Twenty Three and 64/100 Dollars (\$128,823.64), and additional interest accruing at the rate of \$34.06 per diem from January 1, 2001, until time of judgment, together with

costs.

Respectfully Submitted,

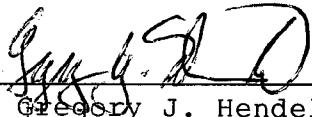
DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.

By: 

Matthew F. Marshall, Esquire  
Attorneys for Plaintiff

V E R I F I C A T I O N

I, the undersigned, do hereby verify that I am an officer of DeGeorge Capital Corp., formerly known as Plymouth Capital Company, Inc., a Delaware corporation, Plaintiff in the within action; that the attached document is based upon facts of which I have personal knowledge or information furnished to me; and that the facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904, relating to unsworn falsifications to authorities.

  
\_\_\_\_\_  
Name: Gregory J. Hendel  
Title: President

Date: January 8, 2001

WHEN RECORDED MAIL TO:  
 PLYMOUTH CAPITAL COMPANY, INC.  
 99 REALTY DRIVE/ P.O. BOX 186  
 CHESHIRE, CT 06410

(Space Above This Line For Recording Data)

LOAN NO. 150-L-4601-K SH

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 11, 1997  
 The mortgagor is JOHN L. BLOOM AND JO ANN BLOOM, HUSBAND & WIFE

("Borrower").

This Security Instrument is given to PLYMOUTH CAPITAL COMPANY, INC.

which is organized and existing under the laws of THE STATE OF DELAWARE, and whose  
 address is 99 REALTY DRIVE/ P.O. BOX 186  
CHESHIRE, CT 06410

("Lender").

Borrower owes Lender the principal sum of EIGHTY-SIX THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$ 86,400.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 11, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:  
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of LOT 821 THIRD STREET

CURWENSVILLE

Pennsylvania

16833

(Street)

(City)

("Property Address");

(Zip Code)

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

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

**EXHIBIT**

"B"

## STEP-UP RATE MORTGAGE NOTE WITH BALLOON PAYMENT

THIS LOAN IS PAYABLE IN FULL AT BALLOON PAYMENT DATE. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN.

U.S. \$ 86,400.00

DUBOIS, PENNSYLVANIA

(City)

(State)

JOHN L. BLOOM AND JO ANN BLOOM, HUSBAND & WIFE

(Borrower(s) Name (s))

B21 JB AB

LOT 821 THIRD STREET  
CURWENSVILLE, PA 16833

(Property Address)

SEPTEMBER 11, 1997

(Date)

1. PROMISE TO PAY. FOR VALUE RECEIVED, the undersigned ("You" or "DEBTOR") promises to pay (jointly and severally, if there is more than one Borrower) to the order of PLYMOUTH CAPITAL COMPANY, INC., a Delaware corporation, its successors or assigns ("Note Holder", "We" or "Us") the principal sum of **EIGHTY-SIX THOUSAND FOUR HUNDRED AND 00/100**

Dollars (U.S. \$ 86,400.00 ) ("Loan Proceeds"), or so much thereof which is advanced by the Note Holder to or for Your benefit pursuant to that certain Disbursing Agreement of even date herewith by and between You and Us ("Disbursing Agreement"), together with interest on the principal balance hereof actually disbursed pursuant to the Disbursing Agreement, but not repaid by You, which interest shall accrue from the date of disbursement by Us until paid in full, at the rate provided for in Paragraph 3 hereof, which rate shall be applicable both before and after any default described by Paragraph 5 of this Note. References to "DeGeorge Home Alliance" or "DeGeorge" are to DeGeorge Home Alliance, Inc., a Delaware corporation.

2. PAYMENTS.

a. Place of Payment. All payments shall be payable at  
99 REALTY DRIVE/ P.O. BOX 186, CHESHIRE, CT 06410  
(or such other place as We may designate in writing to You).

b. Date of Payments. Interest only shall be payable in consecutive monthly installments commencing on **OCTOBER 11, 1997** and on the **11TH** day of each month thereafter, until and including Balloon Payment Date at Paragraph 2.c. below.

c. Balloon Payment. This Note shall, if not sooner paid, be due and payable in full in one final monthly installment consisting of all outstanding principal, accrued interest and applicable late charges and costs of collection on **SEPTEMBER 11, 1999** (the "Balloon Payment Date"). At least ninety (90) but not more than one hundred twenty (120) days prior to the Balloon Payment Date, We shall provide You with notice of the Balloon Payment Date.

d. Addendum to this note for Land Loan Wrap.

☐ If checked, payments in addition to those due under Paragraphs 2.a. and 2.b. above are due in accordance with the terms of the Addendum to Step-Up Rate Mortgage Note (Wrap Loan Addendum) executed by You together with this note and attached hereto and made a part hereof.

JB AB

EXHIBIT

"A"

3. INTEREST RATE.

- a. Beginning as of the date of this Note and continuing thereafter until paid in full, interest shall accrue on the outstanding principal balance of Loan Proceeds actually disbursed (but not repaid) in accordance with the following two (2) interest rate schedules:

(i) With respect to Loan Proceeds disbursed to DeGeorge Home Alliance, the following interest rate schedule shall

(A) 9.000 % per annum from the date of this Note until the end of the eleventh month following the date of this Note.

(B) 14.000 % per annum thereafter until paid in full.

(ii) With respect to disbursements of Loan Proceeds that are not made to DeGeorge Home Alliance ("Third Party Disbursements"), interest shall accrue on the outstanding principal balance of third party disbursements according to the following interest rate schedule:

(A) 12.000 % per annum from the date of the disbursement date until the end of the eleventh month following the date of this Note.

(B) 14.000 % per annum thereafter until paid in full.

b. **Addendum to this note for changes to the Interest Rate Schedule.**

☒ If checked, the Interest Rate Schedules as described in Paragraphs 3.a.(i) and 3.a.(ii) above are subject to the terms of the Addendum to Step-Up Rate Mortgage Note (Interest Promotion Addendum) executed by You together with this note and attached hereto and made a part hereof.

c. Any disbursements of Loan Proceeds to Us for fees, costs or expenses shall be treated as Third Party Disbursements.

d. Any principal prepayments shall be applied first to reduce the Loan Proceeds attributable to Third Party Disbursements.

4. CALCULATION OF INTEREST. Each monthly installment shall be applied first to costs of collection, second to interest then due, third to principal and the remainder, if any, to late payment service charge.

Interest shall accrue on a daily basis, based upon a 365 day calendar year, and based upon the actual daily principal balance outstanding from the first day after the last interest accrual period through the date which is 21 days prior to the next scheduled payment Date (the "Interest Accrual Period"). You will receive a statement from Us no later than fourteen (14) days prior to each payment date which shall set forth the actual outstanding principal balance of the Loan as of the end of the Interest Accrual Period, the applicable rate(s) of interest and the amount of interest due and payable as of the next payment date.

5. DEFAULT; REMEDIES. If any monthly installment owing under this Note is not paid when due, or if You are in default under any other terms of this Note or the Mortgage, Deed of Trust, or Deed to Secure Debt of even date herewith (the "Security Instrument") securing this Note, or the Disbursing Agreement, then at Our option the entire principal amount outstanding on this Note and accrued interest thereon shall at once become due and payable. If We exercise Our option to accelerate, We shall mail You notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which You may pay the sums declared due or cure other defaults. If You fail to pay such sums or cure other defaults prior to the expiration of such period, We may, without further notice or demand on You, invoke any remedies permitted by this Note, the Security Instrument, the Disbursing Agreement and any other related agreement. We may exercise this option to accelerate during any default by You regardless of any prior forbearance. You shall pay to Us any and all reasonable costs and expenses paid or incurred to enforce or collect this Note, including, but not limited to, reasonable attorney's fees, whether or not suit is commenced by Us and whether or not such costs or expenses are paid or incurred before or after the entry of judgment.



6. LATE PAYMENT CHARGE. You shall pay to Us a late payment service charge equal to 5.000 % of the amount of any monthly installment of principal and/or interest not received by Us by the 15th day after the installment is due to cover the extra expense of handling delinquent payments. This late payment service charge will be collected only once on each late payment.

7. PREPAYMENT. You may prepay the principal amount outstanding on this Note, in whole or in part, at any one time and from time to time, without premium or penalty. Any partial prepayment shall be applied first against costs of collection, second against late payment service charges, third against the accrued but unpaid interest and then principal. No partial prepayment shall postpone the due date of any subsequent monthly installments. Partial prepayments may subsequently reduce the amount of monthly payments as of the next payment date. However, any reduction to the monthly payment amount due to a partial prepayment may be offset by an increase in your principal balance due to disbursements made.

8. NOTICE. Unless applicable law requires a different method of giving notice, any notice to You provided for in this Note shall be given by mailing such notice by first class mail addressed to You at the Property Address stated below, or to such other address as You may designate by written notice to Us. Any notice to Us shall be given by mailing such notice by first class mail to Us at the address stated in Paragraph 2(a) of this Note, or at such other address as We may designate by written notice to You.

9. SECURITY. The indebtedness evidenced by this Note is secured by the property described in the Security Instrument (the "Property") and reference is made to the Security Instrument for rights as to acceleration of the indebtedness evidenced by this note.

10. RIGHT OF ACCELERATION UPON SALE OF PROPERTY. If all or any part of the Property or an interest therein is sold or transferred without Our prior written consent, We may, at Our option, declare all the sums evidenced by this Note or payable under or secured by the Security Instrument or any other related document, to be immediately due and payable. However, this option shall not be exercised by Us if exercise is prohibited by applicable Federal or State law.

If We exercise such option to accelerate, We shall mail You notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which You may pay the sums declared due.

If You fail to pay such sums prior to the expiration of such period, We may, without further notice or demand to You, unless prohibited by applicable State or Federal law, invoke any remedies permitted by this Note and the Security Instrument. We, in Our sole discretion, may waive such option to accelerate if, prior to the sale or transfer, We, and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Us. As a condition to waiving Our right to accelerate, the loan terms, including the interest payable on the sums secured by the Security Instrument, shall be subject to modification by the Note Holder.

Notwithstanding a sale or transfer of the Property, You will continue to be obligated under this Note, the Security Instrument and the documents related thereto unless We release Your obligations in writing.

11. REDUCTION OF INTEREST RATE. If a law, which applies to the loan evidenced by this Note and which sets maximum interest rates on loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan evidenced by this Note exceed the permitted limits, then (a) the interest rate or any such loan charge shall be reduced by the amount necessary to reduce the interest rate or loan charge (as the case may be) to the permitted limits; and (b) any sums already collected from You which exceeded permitted limits will be refunded to You. We may choose to make this refund by reducing the principal You owe under this Note or by mailing direct payment to You. If a refund reduces the outstanding principal balance of this Note, the reduction will be treated as a partial prepayment.

12. ASSIGNMENT. We shall have the right to assign this Note without notice to or consent or approval from You. Upon assignment of this Note, Our rights and obligations under the Disbursing Agreement and Security Instrument shall be deemed to have been automatically assigned.

13. CONSUMER CLAIMS AND DEFENSES.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

As of and after the Balloon Payment Date, this notice shall be null, void and unenforceable against Us, unless We have received notice of any claim or defense from You prior to such date.

14. MISCELLANEOUS. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

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

John L. Bloom  
JOHN L. BLOOM

Social Security Number: 207-56-5703

Jo Ann Bloom  
JO ANN BLOOM

Social Security Number: 160-62-0095

Social Security Number: 207-56-5703

Social Security Number: 160-62-0095

(Property Address) **LOT 821 THIRD STREET  
CURWENSVILLE, PA 16833**

**DEGEORGE HOME ALLIANCE, INC.  
PURCHASE AGREEMENT ADDENDUM  
FREE INTEREST PROMOTION**

In this Addendum, dated 6-27-97, "you" and "your" mean the person(s) who signs this addendum as Buyer(s), and "DeGeorge" means DeGeorge Home Alliance, Inc. DeGeorge is the seller in this transaction. "Plymouth" means Plymouth Capital Company, Inc. Plymouth is the lender in this transaction. "Construction Financing" refers to the interim construction financing available through Plymouth. "We", "us", and "our" refer to DeGeorge and/or Plymouth. "First Delivery" means your first delivery of DeGeorge materials.

If you purchase a DeGeorge home by 6-30-97 and take your First Delivery by SEPT 30/97 and complete your home and pay us in full within ten (10) months following First Delivery, then you will receive the following:

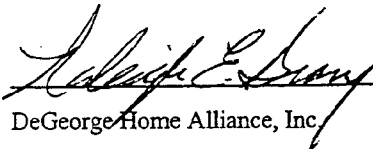
- no payments on your Construction Financing for the first ten (10) months following First Delivery.
- 0% interest on DeGeorge supplied materials and for cash allowances for five (5) months<sup>(1)</sup> following First Delivery, 9% per annum on DeGeorge supplied materials and 12% per annum on cash allowances thereafter until paid in full within ten (10) months following First Delivery.

If you do not pay us in full within ten (10) months following First Delivery, this promotion is void and the interest will be calculated according to the terms in the Finance Plus Plan brochure you received earlier and as stated in your Step-Up Rate Mortgage Note with Balloon Payment and your Disbursing Agreement, which will be provided to you when you close on your financing with Plymouth Capital. Any unpaid interest will be reflected in your balance at the maturity date of Construction Financing. Land wrap payments or payments due on land financed by Plymouth Capital are not included in this promotion and will be due as stated in your Step-Up Rate Mortgage Note with Balloon Payment and your Disbursing Agreement.


You acknowledge that timely processing of your order to achieve the earliest possible delivery date will depend upon you promptly performing specific tasks when requested by DeGeorge.

All other conditions of your Purchase Agreement remain the same.

The undersigned agrees to the terms of this Addendum.

 6-27-97  
DeGeorge Home Alliance, Inc. Date

\_\_\_\_\_  
Plymouth Capital Co., Inc. Date

X  6-30-97  
Buyer's Signature Date

X  6-30-97  
Buyer's Signature Date

This promotion does not apply to materials-only purchases ("cash sales").

(1) 5.7373% Estimated Annual Percentage Rate for the 10 month term based on certain assumptions for a typical DeGeorge customer. The actual APR may vary for individual customers. Interest rates and APR are subject to change without notice. Contact Plymouth Capital Company, Inc. for current rates.

**SPECIAL PROMOTIONAL OFFER GOOD ONLY FOR A LIMITED TIME PERIOD**

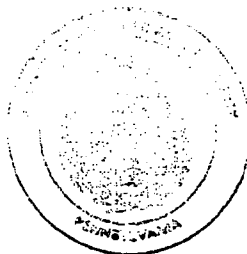
White (Office), Yellow (Customer), Pink (Rep)

## LEGAL DESCRIPTION

All that certain piece or parcel of land situate in Jo-Lin Acres Development Lot B21, Pike Township, Clearfield County, Pennsylvania bounded and described as follows:

Beginning at a 3/8" rebar set in the southern right-of-way line of Michlin Street, a fifty (50) foot wide street, said rebar also being in the northwestern corner of the Lot herein described, thence by the southern right-of-way line of said Michlin Street N 45° 14' 40" E 100.00' to a 3/8" rebar set in the western right-of-way line of Third Street, a fifty (50) wide street, thence by said Third Street S 44° 45' 20" E 135.00' to a 3/8" rebar set in the western right-of-way line of said Third Street; thence by Lot B38 in the Plan of Lots of Jo-Lin Acres Development S 45° 14' 40" W 100.00' to a 3/8" rebar, thence by Lot B20 in the Plan of Lots of Jo-Lin Acres Development N 44° 45' 20" W 135.00' to a 3/8" rebar and the place of beginning.

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



*Karen L. Starch*

Karen L. Starch  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 2:51 p.m. 9-12-97

BY 132464 + Jm

FEES 21.50

Karen L. Starch, Recorder

Entered of Record Sept 12 19 97, 2:51 p.m. Karen L. Starch, Recorder

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

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

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

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

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

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

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

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

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

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

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

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

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

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

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

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



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

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider  | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider  | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider  | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input checked="" type="checkbox"/> Other(s) [specify] <b>SECURITY AGREEMENT AND FIXTURES FILING<br/>WRAP MORTGAGE ADDENDUM</b> |   |   |

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

Witnesses:

<u>Laura L. Emerick</u>	<u>John L. Bloom</u> (Seal) JOHN L. BLOOM -Borrower
<u>Laura L. Emerick</u>	<u>Jo Ann Bloom</u> (Seal) JO ANN BLOOM -Borrower
_____	_____ (Seal) -Borrower
_____	_____ (Seal) -Borrower

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

Certificate of Residence

I,  
do hereby certify that the correct address of the within-named Mortgagee is

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Clearfield County ss:

On this, the 11TH day of SEPTEMBER, 1997, before me

the undersigned officer, personally appeared

JOHN L. BLOOM AND JO ANN BLOOM, HUSBAND & WIFE

known to me (or satisfactorily proven) to be the person whose name 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.

My Commission expires:

Notarial Seal  
Laura L. Emerick, Notary Public  
DuBois, Clearfield County  
My Commission Expires April 22, 2000

Laura L. Emerick  
Notary Public

**ADDENDUM TO MORTGAGE/DEED OF TRUST  
(SECURITY AGREEMENT AND FIXTURES FILING)**

1. Borrower hereby grants Lender a security interest in the following property, all of which shall constitute a part of the "Property" as such term is used throughout this Security Instrument:

(a) all buildings, improvements, structures, foundations, slabs and other improvements, fixtures, equipment, machinery, furniture, goods, supplies and other tangible personal property; and

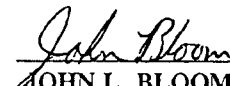
(b) INCLUDING, WITHOUT IN ANY WAY LIMITING ANY OF THE FOREGOING, all plans, specifications, drawings, surveys, tests, studies, licenses, permits, forms, construction contracts, framing, sheetrock, roofing and other building materials, paint supplies, shrubbery, landscaping, accessories, fire sprinklers, alarm systems, electrical, plumbing, heating, ventilating and air conditioning systems, carpets, floor and window coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, cabinets, sinks, toilets, showers and bathtubs; and

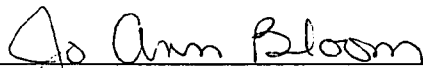
(c) TOGETHER WITH all accessions and additions to, and all modifications, replacements, substitutions, products and proceeds of the foregoing.

2. This Security Instrument covers goods which are or are to become fixtures. This Security Instrument shall constitute a security agreement and financing statement filed as a fixture filing to be recorded in the real estate records under the Uniform Commercial Code ("UCC"). For such purposes, Lender is the secured party and Borrower is the debtor, and their addresses are as set forth on the first page of this Security Instrument.

3. Lender shall have all rights and remedies provided under the UCC and other applicable law, in addition to the rights and remedies expressly provided herein. The rights, remedies and interests of Lender under this Security Instrument are independent and cumulative.

Dated this 11TH day of SEPTEMBER, 1997

  
JOHN L. BLOOM

  
JO ANN BLOOM

## LEGAL DESCRIPTION

All that certain piece or parcel of land situate in Jo-Lin Acres Development Lot B21, Pike Township, Clearfield County, Pennsylvania bounded and described as follows:

Beginning at a 3/8" rebar set in the southern right-of-way line of Michlin Street, a fifty (50) foot wide street, said rebar also being in the northwestern corner of the Lot herein described, thence by the southern right-of-way line of said Michlin Street N 45° 14' 40" E 100.00' to a 3/8" rebar set in the western right-of-way line of Third Street, a fifty (50) wide street, thence by said Third Street S 44° 45' 20" E 135.00' to a 3/8" rebar set in the western right-of-way line of said Third Street; thence by Lot B38 in the Plan of Lots of Jo-Lin Acres Development S 45° 14' 40" W 100.00' to a 3/8" rebar; thence by Lot B20 in the Plan of Lots of Jo-Lin Acres Development N 44° 45' 20" W 135.00' to a 3/8" rebar and the place of beginning.

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:51 pm 9-12-97  
BY 158 *Karen L. Starck*  
FEES 2.50  
Karen L. Starck, Recorder

PLYMOUTH CAPITAL COMPANY, INC., now known as DeGEORGE CAPITAL CORP.

20 Realty Drive  
Post Office Box 761  
Cheshire, CT 06410

October 30, 2000

**ACT 91 NOTICE**

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

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

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

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

**ACT 91 NOTICE**

**IMPORTANT:**

**NOTICE OF HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

Via Certified Mail 7099 3400-  
Return Receipt # 004 7674 4187

Via Certified Mail 7099 3400 0004 7674 4187  
Return Receipt #

To: JOHN L. BLOOM  
219 Michlin Avenue  
Corner 3<sup>rd</sup> Street/Michlin Ave.  
Curwensville, PA 16833

To: JO ANN BLOOM  
219 Michlin Avenue  
Corner 3<sup>rd</sup> Street/Michlin Ave.  
Curwensville, PA 16833

From: Plymouth Capital Company, Inc., n/k/a DeGeorge Capital Corp.  
20 Realty Drive, P. O. Box 761  
Cheshire, CT 06410

**EXHIBIT**

"C"

Re: Account No.: 150-L-4601J

You may be eligible for financial assistance that will prevent foreclosure on your Mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your Mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your Mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

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

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

Matthew F. Marshall, Esquire  
DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.  
Cranberry Professional Park  
501 Smith Drive, Suite 3  
Cranberry Township, PA 16066  
Telephone Number: (724) 776-6644

The name(s), address(es), and phone number(s) of (a) designated consumer credit counseling agency(ies) is (are):

CONSUMER CREDIT COUNSELING SERVICE  
OF WESTERN PENNSYLVANIA, INC.  
309 Smithfield Street, Suite 2000  
Pittsburgh, Pennsylvania 15222  
(412) 471-7584

662 North Main Street  
Greensburg, PA 15601  
(814) 696-3546

1st Federal Plaza, Suite 406  
North Mill Street  
New Castle, PA 16101  
(724) 652-8074

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

Your Mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is **ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED FIFTY FIVE AND 66/100 DOLLARS (\$119,555.66)** plus additional charges in the amount of **THIRTY SIX AND 06/100 (\$34.06)** per day after October 1, 2000. That sum includes the following: Principal, interest, late charges, insurance and taxes.

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

**IT IS EXTREMELY IMPORTANT THAT YOU FILE YOUR APPLICATION PROMPTLY. IF YOU DO NOT DO SO, OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY.**

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. It is extremely important that your application be accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, Pennsylvania, 17105. Telephone Number: (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call (800) 342-2397.

In addition, you may receive another notice from this lender under Act 6 of 1974. That notice is called the "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

PLYMOUTH CAPITAL COMPANY, INC., n/k/a  
DeGEORGE CAPITAL CORP.

By: 

Paul H. Begemann

Associate General Counsel

PLYMOUTH CAPITAL COMPANY, INC.,  
now known as DeGEORGE CAPITAL CORP.

20 Realty Drive  
Post Office Box 761  
Cheshire, CT 06410

October 20, 2000

Via Certified Mail

Return Receipt # 7099340000476744187

Via Certified Mail

Return Receipt # 7099340000476744187

To: JOHN L. BLOOM  
219 Michlin Avenue  
Corner 3<sup>rd</sup> Street/Michlin Ave.  
Curwensville, PA 16833

To: JO ANN BLOOM  
219 Michlin Avenue  
Corner 3<sup>rd</sup> Street/Michlin Ave.  
Curwensville, PA 16833

From: Plymouth Capital Company, Inc., n/k/a DeGeorge Capital Corp.  
20 Realty Drive, P. O. Box 761  
Cheshire, CT 06410

Re: Account #150-L4601J

Dear Mr. and Mrs. Bloom:

Plymouth Capital Company, Inc., now known as DeGeorge Capital Corp. (hereinafter "DeGeorge") is the holder of the Mortgage loan made to you.

The Mortgage held by DeGeorge (hereinafter we, us, or ours) on your property located at 219 Michlin Avenue, corner of 3<sup>rd</sup> Street and Michlin Avenue, Curwensville, Clearfield County, Pennsylvania, 16833, IS IN SERIOUS DEFAULT, because you have not made the monthly payments, and late charges (and other charges), due for the months from February, 1999 to the date of this letter, in the total amount of \$119,555.66 as of October 1, 2000. The total amount now required to cure this default, or in other words, get caught up in your payments, as of October 1, 2000 is \$119,555.66, plus the payment of all currently due Real Estate Taxes and purchase of required property insurance on the mortgaged collateral, if required.

You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter, by paying to us the above amount of \$119,555.66, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, Cashier's Check, Certified Check, or money order, and made at this office:

Plymouth Capital Company, Inc., n/k/a, DeGeorge Capital Corp.,  
20 Realty Drive, P.O. Box 761, Cheshire, CT 06410



If you do not cure the default within **THIRTY-FIVE (35) DAYS**, we intend to exercise our right to accelerate the Mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original Mortgage in monthly installments. If full payment of the amount of default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the Mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the Mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. If legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty-five (35) day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

If you have not cured the default within the thirty-five (35) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the Mortgage). It is estimated that the earliest date that such a Sheriff's Sale could be held would be approximately ninety (90) days. A notice of the date of the Sheriff's Sale will be sent to you before the Sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at **1-203-699-3400**. This payment must be in cash, Cashier's Check, Certified Check, or Money Order and made payable to us at the address stated above.

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

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES, AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE (AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). CONTACT US TO DETERMINE WHAT CIRCUMSTANCES THIS RIGHT MAY EXISTS. YOU HAVE**

the Homeowner's Emergency Assistance Act of 1983, which also grants you rights. The rights in that notice are in addition to those outlined here.

Very Truly Yours,

**PLYMOUTH CAPITAL COMPANY, INC., n/k/a  
DeGEORGE CAPITAL CORP.**

By: 

Paul H. Begemann  
Associate General Counsel

Re: Account No.: 150-L-4601J

You may be eligible for financial assistance that will prevent foreclosure on your Mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your Mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your Mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

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

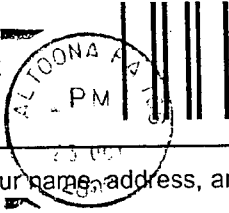
The name, address, and telephone number of our representative is:

Mathew F. Marshall, Esquire  
DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.  
Cranberry Professional Park  
501 Smith Drive, Suite 3  
Cranberry Township, PA 16066  
Telephone Number: (724) 776-6644

The name(s), address(es), and phone number(s) of (a) designated consumer credit counseling agency(ies) is (are):

CONSUMER CREDIT COUNSELING SERVICE  
OF WESTERN PENNSYLVANIA, INC.  
309 Smithfield Street, Suite 2000  
Pittsburgh, Pennsylvania 15222  
(412) 471-7584

UNITED STATES POSTAL SERVICE

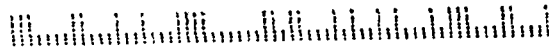


First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box. •

Paul H. Begemann  
DeGeorge Homes  
20 Realty Drive  
P.O. Box 306  
Cheshire, CT 06410

03



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

John L. Bloom  
Jo Ann Bloom  
219 Michlin Avenue  
Corner 3rd St. Michlin Ave.  
Curwensville, PA 16833

2. Article Number (Copy from service label)

7099 3400 0004 7674 4187

PS Form 3811, July 1999

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

10-23-00

C. Signature

X Sharon Bloom

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

102595-00-M-0952

FILED

JAN 17 2001

*See* *019,361* *Att* *Marshall*  
William A. Shaw  
Prothonotary  
*PD \$80.00*

*acc Sherry*

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10604

DeGEORGE CAPITAL CORP. f/k/a PLYMOUTH CAPITAL COMPANY INC 01-85-CD

VS.

BLOOM, JOHN L. and JO ANN

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JANUARY 22, 2001 AT 12:55 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN L. BLOOM, DEFENDANT AT THE CLEARFIELD CO. COURTHOUSE, MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN L. BLOOM A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: RYEN

NOW JANUARY 22, 2001 AT 12:55 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOANN BLOOM, DEFENDANT AT THE CLEARFIELD CO. COURTHOUSE, MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOANN BLOOM A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: RYEN

**Return Costs**

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

**FILED**

JAN 29 2001  
01:53 am  
William A. Shaw  
Prothonotary

Sworn to Before Me This

*W.A. Shaw*  
Day Of *January* 2001

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**PRAECIPE TO ENTER  
DEFAULT JUDGMENT**

Filed on Behalf of:

DeGeorge Capital Corp.  
f/k/a PlymouthCapital  
Company, Inc., Plaintiff

Counsel of Record for  
This Party:

Matthew F. Marshall, Esq.  
PA I.D. No. 72853

Dillon McCandless King  
Coulter & Graham L.L.P.  
Cranberry Professional Park  
501 Smith Drive, Suite 3  
Cranberry Twp., PA 16066  
(724) 776-6644

**FILED**

MAR 12 2001

William A. Shaw  
Clerk



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,	:	
f/k/a PLYMOUTH CAPITAL	:	
COMPANY, INC.,	:	No. 2001-00085-CD
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
JOHN L. BLOOM and JO ANN	:	
BLOOM, his wife,	:	
	:	
Defendants.	:	

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

TO THE PROTHONOTARY:


Please enter default judgment in favor of Plaintiff and against Defendant for Defendant's failure to file an answer to Plaintiff's Complaint against the Defendant within twenty (20) days from the date of service of the Complaint, and assess Plaintiff's damages against Defendant, John L. Bloom and Jo Ann Bloom, his wife, as follows:

Principal	\$ 101,878.52
Interest (through 2-28-01)	22,922.38
	-----
TOTAL (Costs to be added)	\$ 124,800.90

I hereby certify that written notice of the intention to take a default judgment was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of filing this praecipe. A copy of the notices of intention to enter judgment by default are attached hereto as Exhibit "A". A Certification of Addresses is attached hereto as Exhibit "B".

The undersigned verifies that the statements of fact in the Praeipie are true and correct and are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.

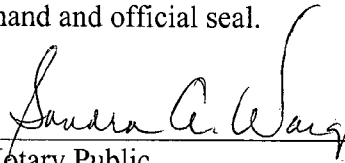
By:   
Matthew F. Marshall, Esquire  
Attorney for DeGeorge Capital Corp.,  
f/k/a Plymouth Capital Company, Inc.

**ACKNOWLEDGEMENT**

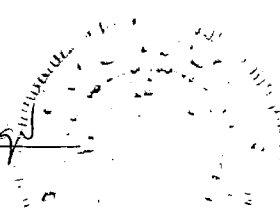
COMMONWEALTH OF PENNSYLVANIA :  
: S.S.  
COUNTY OF BUTLER :

On this 9<sup>th</sup> day of March, 2001, before me, a notary public, the undersigned officer, personally appeared Matthew F. Marshall known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

  
Notarial Seal  
Sandra A. Wargo, Notary Public  
Cranberry Twp., Butler County  
My Commission Expires June 17, 2002

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**TEN DAY NOTICE**

Filed on Behalf of:

DeGeorge Capital Corp.  
f/k/a Plymouth Capital  
Company, Inc., Plaintiff

Counsel of Record for  
This Party:

Matthew F. Marshall, Esq.  
PA I.D. No. 72853

Dillon McCandless King  
Coulter & Graham L.L.P.  
Cranberry Professional Park  
501 Smith Drive, Suite 3  
Cranberry Twp., PA 16066  
(724) 776-6644

**EXHIBIT**

"A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**TEN-DAY NOTICE**

TO: John L. Bloom and JoAnn Bloom  
219 Michlin Avenue  
Curwensville, PA 16833

DATE OF NOTICE: February 15, 2001

**IMPORTANT NOTICE**

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

THE PROTHONOTARY  
BUTLER COUNTY COURTHOUSE  
BUTLER, PENNSYLVANIA  
(724) 284-5214

DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.

By: 

Matthew F. Marshall, Esquire  
Attorneys for Plaintiff

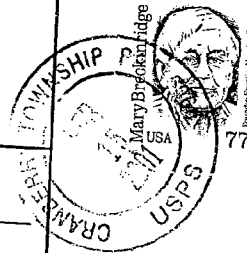
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From: **Dillon McCandless King  
Coulter & Graham L.L.P.**  
**501 Smith Dr., Suite #3  
Cranberry Twp., PA 16066**

One piece of ordinary mail addressed to:  
**John L. & Jo Ann Bloom  
219 Michlin Avenue  
Curwensville, PA 16833**

PS Form 3817, Mar. 1989

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



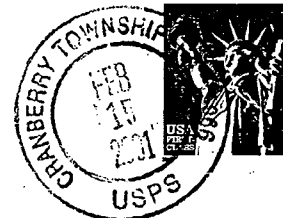
U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>Dillon McCandless King Coulter &amp; Graham, LLP</b>	
<b>501 Smith Drive, Suite #3 Cranberry Twp., PA 16066</b>	
One piece of ordinary mail addressed to: <b>John L Bloom &amp; JoAnn Bloom</b>	
<b>P. O. Box 233</b>	
<b>Curwensville, PA 16833-0233</b>	

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, Mar. 1989

**DLESS KING  
AHAM, L.L.P.  
AT LAW  
SSIONAL PARK  
VE SUITE 3  
IIP PA 16066-4133**



**John L. Bloom and JoAnn Bloom  
219 Michlin Avenue  
Curwensville, PA 16833**

**BLOO219\* 168332014 1100 05 02/20/01  
FORWARD TIME EXP RTN TO SEND  
BLOOM, JOHN LEE  
PO BOX 233  
CURWENSVILLE PA 16833-0233**

**RETURN TO SENDER**

**168332014**



*remailed 2/26/01*

*10 Day Notice*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**CERTIFICATION OF ADDRESSES**

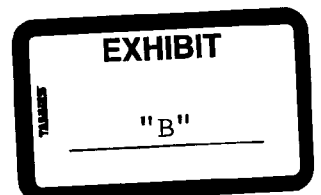
TO THE PROTHONOTARY:

The address of Plaintiff, judgment creditor, is 99 Realty Drive, Post Office Box 761, Cheshire, CT 06410, and the last known address of Defendants, judgment debtors, is 219 Michlin Avenue, Curwensville, PA 16833 and Post Office Box 233, Curwensville, PA 16833-0233.

DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.

By: \_\_\_\_\_

Matthew F. Marshall, Esquire





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**ASSESSMENT OF DAMAGES**

AND NOW, this 12th day of March, 2001, Judgment is  
entered in favor of the Plaintiff and against the Defendant by default for want of filing an  
answer to Plaintiff's Complaint, in the amount of \$ 124,800.90.



Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

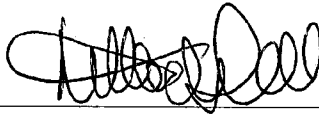
No. 2001-00085-CD

**CERTIFICATE OF SERVICE**

I certify that I mailed a true and correct copy of this **PRAECIPE TO ENTER  
DEFAULT JUDGMENT**, via U.S. Mail, first class, postage pre-paid, on **March 9<sup>th</sup>**,  
**2001**, to the following:

John L. Bloom  
Jo Ann Bloom  
219 Michlin Avenue  
Curwensville, PA 16833

John L. Bloom  
Jo Ann Bloom  
P. O. Box 233  
Curwensville, PA 16833-0233



Matthew F. Marshall, Esquire

**FILED**  
MAR 12 2001  
William A. Shaw  
Prothonotary

Atty. Gen.  
2000  
Notice to Def (each)  
Statement to P. J.  
Clerk

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DeGeorge Capital Corporation  
Plymouth Capital Company, Inc.

Vs.

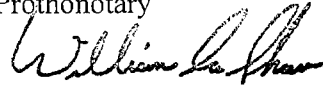
No. 2001-00085-CD

John L. Bloom  
Jo Ann Bloom

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$124,800.90 on the March 12, 2001.

William A. Shaw  
Prothonotary



---

William A. Shaw

COPY

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

DeGeorge Capital Corporation  
Plymouth Capital Company, Inc.  
Plaintiff(s)

No.: 2001-00085-CD

Real Debt: \$124,800.90

Atty's Comm:

Vs.

Costs: \$

Int. From:

John L. Bloom  
Jo Ann Bloom  
Defendant(s)


Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 12, 2001

Expires: March 12, 2006

Certified from the record this 12th day of March, 2001

  
\_\_\_\_\_  
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

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DeGeorge Capital Corporation  
Plymouth Capital Company, Inc.

Vs.

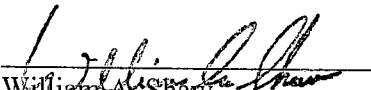
No. 2001-00085-CD

John L. Bloom  
Jo Ann Bloom


To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$124,800.90 on the March 12, 2001.

William A. Shaw  
Prothonotary

  
William A. Shaw

FILED

MAR 15 2001  
m/11/02  
William A. Shaw   
Prothonotary

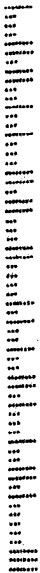
WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

John L. Bloom  
219 Michlin Ave.  
Corner of Third St. & Michlin  
Curwensville, PA 16833



BLOOM219\* 168332005 1100 04 03/14/01  
FORWARD TIME EXP RTN TO SEND  
BLOOM JOHN LEE  
PO BOX 233  
CURWENSVILLE PA 16833-0233  
RETURN TO SENDER

16833-03433-3510



NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DeGeorge Capital Corporation  
Plymouth Capital Company, Inc.

Vs.

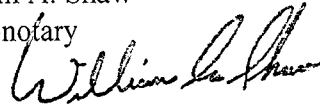
No. 2001-00085-CD

John L. Bloom  
Jo Ann Bloom

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$124,800.90 on the March 12, 2001.

William A. Shaw  
Prothonotary



William A. Shaw

FILED

MAR 15 2001

mll:02  
William A. Shaw  
Prothonotary





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

Jo Ann Bloom  
219 Michlin Ave.  
Corner of Third St. & Michlin  
Curwensville, PA 16833



BLOOM219\* 168332005 1099 04 03/14/01  
FORWARD TIME EXP RTN TO SEND  
BLOOM, JOANN  
PO BOX 2464  
ROCKINGHAM NC 26360-2464  
RETURN TO SENDER

16833-03464-2511



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**PRAECIPE FOR WRIT  
OF EXECUTION**

Filed on Behalf of:

DeGeorge Capital Corp.  
f/k/a Plymouth Capital  
Company, Inc., Plaintiff

Counsel of Record for  
This Party:

Matthew F. Marshall, Esq.  
PA I.D. No. 72853

Dillon McCandless King  
Coulter & Graham L.L.P.  
Cranberry Professional Park  
501 Smith Drive, Suite 3  
Cranberry Twp., PA 16066  
(724) 776-6644

**FILED**

JUL 18 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Please issue a Writ of Execution in the above matter directed to the Sheriff of Clearfield County against Defendant in the aforementioned action and index this Writ against the Defendant, John L. Bloom and Jo An Bloom, his wife:

The amount due to Plaintiff is as follows:

Principal (Judgment - Without attorneys' fees)	\$124,800.90
Interest through 6/9/01	\$ 1,872.01
Attorneys' Fees (5%)	\$ 6,134.86
Subtotal (costs to be added)	\$132,807.77

**DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.**

By: 

Matthew F. Marshall, Esquire  
Cranberry Professional Park  
501 Smith Drive, Suite #3  
Cranberry Township, PA 16066  
(724) 776-6644

Dated: 7-17, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

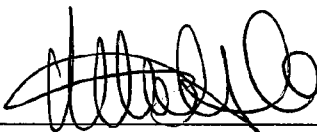
**CERTIFICATE OF SERVICE**

I certify that I mailed a true and correct copy of this **PRAECIPE FOR WRIT OF EXECUTION**, via U.S. Mail, first class, postage pre-paid, on July 17, 2001, to the following:

John L. Bloom  
Jo Ann Bloom  
219 Michlin Avenue  
Curwensville, PA 16833

John L. Bloom  
Jo Ann Bloom  
P. O. Box 233  
Curwensville, PA 16833-0233

John L. Bloom  
Jo Ann Bloom  
355 Zion Church Road  
Rockingham, NC 28379



Matthew F. Marshall, Esquire

FILED

JUL 18 2001

M1332/ath  
William A. Shaw  
Prothonotary

Marshall

PD 620.00

Lewis Sherrill



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,  
Plaintiff,

No. 2001-00085-CD

COPY

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,  
Defendants.

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE FORECLOSURE

COUNTY OF CLEARFIELD

**TO THE SHERIFF OF CLEARFIELD COUNTY**

To satisfy the judgment, interest and costs against JOHN L. BLOOM and JO ANN BLOOM, his wife, Defendants:

- (1) You are directed to levy upon the property of the Defendants and to sell their interests therein;
- (2) You are also directed to attach the property of the Defendants not levied upon in the possession of N/A  
as garnishee(s)
- (3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify (him, her, them, it) that (he, she, they, it) has (have) been added as a garnishee(s) and is/are enjoined as above stated.

Amount Due (Judgment)	\$ 124,800.90
Without Attorneys' Fees	
Interest through 6/9/01	\$ 1,872.01
Attorneys Fees (5%)	\$ 6,134.86
Subtotal	132,807.77
(Cost to be added)	\$ 120.00

Prothonotary

By: \_\_\_\_\_

Deputy

Date: 7/18/01

Ex. No. \_\_\_\_\_ 20 \_\_\_\_\_

DeGEORGE CAPITAL CORP., f/k/a  
PLYMOUTH CAPITAL COMPANY, INC.,  
Plaintiff,

Vs.

JOHN L. BLOOM and JO ANN BLOOM,  
his wife,  
Defendants.

## WRIT OF EXECUTION

Sur. Jud. No. Mortgage Foreclosure

Damages \$ \_\_\_\_\_

Attorney \$ 6,134.86

Pro \$ \_\_\_\_\_

Sheriff \$ \_\_\_\_\_

M \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_

Matthew F. Marshall, Esquire  
501 Smith Drive, Suite #3  
Cranberry Township, PA 16066

Attorney

This Writ is issued subject to sub-section 302  
of Article III of the Act of Congress approved  
on October 17, 1940, as to validity of sales of  
confessed judgments against persons in the  
military service.

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

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2001-00085-CD

DeGeorge Capital Corporation  
Plymouth Capital Company, Inc.

Vs.

Debt:

Atty's Comm.:


John L. Bloom  
Jo Ann Bloom

Interest From:

Cost: \$

NOW, Monday, October 29, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 29th day of October, A.D. 2001

  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,  
Plaintiff,

No. 2001-00085-CD

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,  
Defendants.

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE FORECLOSURE

COUNTY OF CLEARFIELD

**TO THE SHERIFF OF CLEARFIELD COUNTY**

To satisfy the judgment, interest and costs against JOHN L. BLOOM and JO ANN BLOOM, his wife, Defendants:

- (1) You are directed to levy upon the property of the Defendants and to sell their interests therein;
- (2) You are also directed to attach the property of the Defendants not levied upon in the possession of N/A  
as garnishee(s)
- (3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify (him, her, them, it) that (he, she, they, it) has (have) been added as a garnishee(s) and is/are enjoined as above stated.

Amount Due (Judgment)	\$ 124,800.90
Without Attorneys' Fees	
Interest through 6/9/01	\$ 1,872.01
Attorneys Fees (5%)	\$ 6,134.86

Subtotal	132,807.77
(Cost to be added)	\$ <u>120.00</u>

RECEIVED JUL 19 2001

@ 8:56 AM  
Chester A. Hankins  
by Margaret H. Pitt



Prothonotary

By: \_\_\_\_\_

Deputy

Date: 7/18/01

Ex. No. \_\_\_\_\_ 20 \_\_\_\_\_

DeGEORGE CAPITAL CORP., f/k/a  
PLYMOUTH CAPITAL COMPANY, INC.,  
Plaintiff,

Vs.

JOHN L. BLOOM and JO ANN BLOOM,  
his wife,  
Defendants.

## WRIT OF EXECUTION

Sur. Jud. No. Mortgage Foreclosure

Damages \$ \_\_\_\_\_

Attorney \$ 6,134.86

Pro \$ \_\_\_\_\_

Sheriff \$ \_\_\_\_\_

M \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_

Matthew F. Marshall, Esquire  
501 Smith Drive, Suite #3  
Cranberry Township, PA 16066  
Attorney

This Writ is issued subject to sub-section 302  
of Article III of the Act of Congress approved  
on October 17, 1940, as to validity of sales of  
confessed judgments against persons in the  
military service.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11296

DeGEORGE CAPITAL CORP. ET AL

01-085-CD

VS.

BLOOM, JOHN L.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, AUGUST 10, 2001, AT 10:10 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, OCTOBER 5, 2001, AT 10:00 AM O'CLOCK.

NOW, AUGUST 15, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL TO JOHN L. BLOOM, CERTIFIED #7000 0600 0022 9001 8423 AND TO JO ANN BLOOM CERTIFIED # 7000 0600 0022 9001 8430, ALL MAIL WAS SENT TO 355 ZION CHURCH ROAD, ROCKINGHAM, NORTH CAROLINA, 28379.

NOW, AUGUST 15, 2001, SHERIFF CHARLES T. BREWER OF LYCOMING COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JO ANN BLOOM, DEFENDANT.

NOW, AUGUST 21, 2001, RECEIVED REGULAR MAIL FOR JOHN L. BLOOM BACK AS NOT DELIVERABLE AS ADDRESSED UNABLE TO FORWARD.

NOW, AUGUST 24, 2001, RECEIVED REGULAR MAIL FOR JO ANN BLOOM BACK AS NOT DELIVERABLE AS ADDRESSED UNABLE TO FORWARD.

NOW, AUGUST 24, 2001, RECEIVED CERTIFIED MAIL FOR JOHN L. BLOOM BACK AS FORWARD ORDER EXPIRED.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11296

DeGEORGE CAPITAL CORP. ET AL

01-085-CD

VS.

BLOOM, JOHN L.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, AUGUST 31, 2001, AT 12:10 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOHN L. BLOOM, DEFENDANT, AT HIS PLACE OF RESIDENCE, 315 BLOOMINGTON AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, 16833, BY HANDING TO JOHN L. BLOOM, 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, SEPTEMBER 10, 2001, CALLED LYCOMING COUNTY AND WAS TOLD THAT JO ANN BLOOM, DEFENDANT, HAS NOT BEEN SERVED.

NOW, SEPTEMBER 10, 2001, CALLED MATTHEW MARSHALL, ATTORNEY FOR THE PLAINTIFF, AND INFORMED HIM THAT JO ANN BLOOM HAS NOT BEEN SERVED. IT WAS DECIDED THAT SALE WILL BE CONTINUED UNTIL FRIDAY, NOVEMBER 2, 2001, AT 10:00 AM.

NOW, SEPTEMBER 11, 2001, FAXED LYCOMING COUNTY A NOTICE OF SALE WITH THE NEW SALE DATE.

NOW, SEPTEMBER 14, 2001, RECEIVED CERTIFIED MAIL OF JO ANN BLOOM BACK AS MOVED LEFT NO FORWARDING ADDRESS.

NOW, SEPTEMBER 21, 2001, RECEIVED PAPERS BACK FROM LYCOMING COUNTY WITH LETTER EXPLAINING THAT JO ANN BLOOM IS WITH HER MOTHER IN THE CLEARFIELD AREA. A COPY OF THE LETTER IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, OCTOBER 3, 2001, DEPUTY WAS TOLD THAT JO ANN BLOOM IS NO LONGER LIVING WITH MOTHER IN CLEARFIELD AREA BUT IS IN WILLIAMSPORT, PENNSYLVANIA (LYCOMING COUNTY).

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11296

DeGEORGE CAPITAL CORP. ET AL

01-085-CD

VS.

BLOOM, JOHN L.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, OCTOBER 5, 2001, IT WAS ANNOUNCED THAT SALE IS CONTINUED TO FRIDAY, NOVEMBER 2, 2001, AT 10:00 AM.

NOW, OCTOBER 24, 2001, RECEIVED A PHONE CALL FROM MATTHEW MARSHALL, ATTORNEY FOR THE PLAINTIFF THAT SALE IS TO BE STAYED, PROPERTY HAS BEEN SOLD, WILL SEND PRAECIPE. AMOUNT RECEIVED BY BANK WAS FORTY-EIGHT THOUSAND SEVEN HUNDRED (\$48,700.00) DOLLARS.

NOW, OCTOBER 30, 2001, RECEIVED LETTER FROM MATTHEW MARSHALL, ATTORNEY FOR PLAINTIFF WITH A COPY OF THE PRAECIPE TO SATISFY JUDGMENT AND COPY OF LETTER TO PROTHONOTARY.

NOW, NOVEMBER 1, 2001, BILLED ATTORNEY FOR ADDITIONAL COSTS DUE.

NOW, NOVEMBER 19, 2001, RECEIVED PLAINTIFF CHECK #11007 IN THE AMOUNT OF FIVE HUNDREDSEVENTY-ONE DOLLARS (\$571.54) FOR ADDITIONAL COSTS DUE.

NOW, NOVEMBER 20, 2001, RETURN WRIT AS NO SALE HELD, RECEIVED PRAECIPE TO SATISFY. PAID COSTS FROM ADVANCE AND MONEY RECEIVED FROM PLAINTIFF.

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11296

DeGEORGE CAPITAL CORP. ET AL

01-085-CD

VS.

BLOOM, JOHN L.

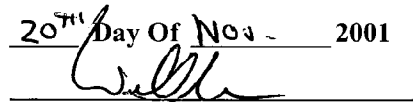
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

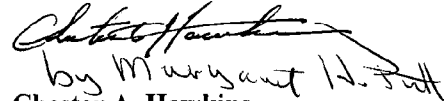
Sworn to Before Me This

So Answers,

20<sup>th</sup> Day Of Nov - 2001



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

  
by Maryann H. Roth  
Chester A. Hawkins  
Sheriff

FILED

NOV 20 2001

William A. Shaw  
Prothonotary



Clearfield County

(814)765-5915

CHESTER A. HAWKINS  
SHERIFF

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

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT CLERK

PETER F. SMITH  
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.

VS

JOHN L. BLOOM AND  
JO ANN BLOOM, his wife

NO. 01-85-CD

ACTION: WRIT OF EXECUTION, NOTICE OF  
SALE AND COPY OF LEVY

SERVE BY: SEPTEMBER 4, 2001

OR

HEARING DATE:

\*\*\*\*\*

SERVE: JO ANN BLOOM

ADDRESS: 96 VALLEY HEIGHTS DRIVE  
WILLIAMSPORT, PA 17701

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of LYCOMING County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 15th day of AUGUST 2001.

COPY

Respectfully,  
*Chester A. Hawkins*  
by Margaret H. Putt  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY

ESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

Q  
2-21-9

10/3  
8-17-01

JOHN L. BLOOM  
355 ZION CHURCH ROAD  
ROCKINGHAM, NC 28379

RETURNED TO SENDER  
NOT DELIVERABLE  
AS ADDRESSED,  
UNABLE TO FORWARD

28379-7043



HESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

COPY

10/3  
8-17-01

JO ANN BLOOM  
355 ZION CHURCH ROAD  
ROCKINGHAM, NC 28379

RETURNED TO SENDER  
NOT DELIVERABLE  
AS ADDRESSED,  
UNABLE TO FORWARD

28379-7043





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

7000 0600 0022 9001 8423

Article Sent To:	
Postage	\$ 57
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

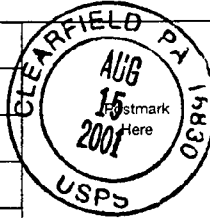
Postmark Here

NAME (Please Print Clearly) (to be completed by mailer)  
**JOHN L. BLOOM**

Street, Apt. No.; or PO Box No.  
**355 Zion Church Road**

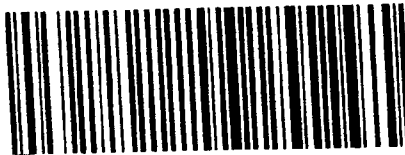
City, State, ZIP+4<sup>®</sup>  
**Rockingham, NC 28379**

PS Form 3800, July 1999 See Reverse for Instructions



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

**CERTIFIED MAIL**



7000 0600 0022 9001 8423



**CHESTER A. HAWKINS**  
**SHERIFF**

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

**COPY**

JOHN L. BLOOM

355 ZION CHURCH ROAD

ROCKINGHAM, NC 28379

REASON CHECKED  
☐ Unpaid  
☐ Insufficient Address  
☐ No Such Street  
☐ No Such Office in State  
☐ Do Not Remail This Envelope  
☒ Refused  
☐ Not Known  
☐ No Such Number

MOVED

28373-7043 07



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 400 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR



**YOU CAN WUN, BUT YOU CAN'T HIDE!**

DATE FAXED: SEPTEMBER 11, 2001

TO: XXXXXXXXXXXX CANDY

FAX #: 570-327-2366

PHONE #:

FROM: PEGGY

NO. OF PAGES, INCLUDING COVER: 7

MESSAGE: THANKS SO MUCH FOR HELPING GET THIS SERVED

HOPE THINGS ARE OKAY IN YOUR AREA - DID YOU HEAR ABOUT THE PLANE CRASH  
IN SOMERSET COUNTY - IT'S GETTING TOO CLOSE!!

COPY

**(Domestic Mail Only; No Insurance Coverage Provided)**

**Article Sent To:**

**Postage**

8.5

**Certified Fee**

**Return Receipt Fee  
(Endorsement Required)**

**Restricted Delivery Fee  
(Endorsement Required)**

**Total Postage & Fees**

415

Name (Please Print Clearly) (to be completed by mailer)  
TO ANN BLOOM

JO ANN BLOOM

Street, Apt. No., or PO Box No.

355 Zion Church Road

City, State, ZIP+4

Rockingham, NR 28379

PS Form 3800, July 1999

See Reverse for Instructions

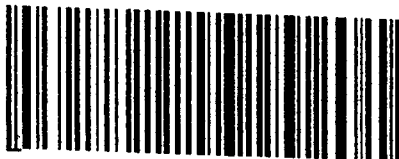
PLACE STICKER AT TOP OF ENVELOPE  
TO THE RIGHT OF RETURN ADDRESS  
FOLD AT DOTTED LINE

***CERTIFIED MAIL***

**CHESTER A. HAWKINS**  
**SHERIFF**

**COURTHOUSE**

1 NORTH SECOND STREET - SUITE  
CLEARFIELD, PENNSYLVANIA 168



7000 0600 0022 9001 8430

JO ANN BLOOM

355 ZION CHURCH

ROCKINGHAM, NC

[illegible]

25373+7045 07

[illegible]



CHARLES T. BREWER, SHERIFF  
COURT HOUSE  
WILLIAMSPORT, PENNSYLVANIA 17701  
PHONE (570) 327-2280

MEMO

TO: Clearfield County Sheriff's Dept.  
FROM: Debra E. Reed, Deputy *Debra E. Reed*  
DATE: September 19, 2001  
RE: Bloom Sheriff Sale

In attempting to serve the above paperwork forwarded by your county, I have discovered the following information. John Bloom never lived at 96 Valley Heights Drive, Williamsport, however, his phone number is (814)236-2722, and it is believed that he lives in Kerwinsville.

Joanne Bloom periodically stays at the Valley Heights Drive address with her on-again, off-again boyfriend, James Smith, who is the legal tenant there. It is believed that Mr. Smith is under investigation by the Armed Services (branch unknown) for having explosives at this residence, and for having made terroristic threats against certain individuals. This information was told to me in confidence by the victim and has not been verified. I have left numerous business cards with notes for her to contact me. The boyfriend did in fact call me and advised that she would be in to pick up the paperwork at our office on 8/31/01. She never came in. I checked with her employer, Divine Providence Hospital, however, her employment has been terminated.

Joanne evidently stays with her mother in Clearfield most of the time. I could not get an address for her mother, Edith Fetters (sp?), and her phone number is (814)236-2218. It is believed that Ms. Fetters is attempting to obtain a 302 commitment for her daughter.

The vehicle that Joanne drives is a turquoise Grand Am, year unknown, plate unknown, however, it is a North Carolina plate. The vehicle has not been seen for some time at the Valley Heights Drive address.

I believe she can be more easily served in Clearfield County at her mother's residence.

Please let me know if I can answer any further questions.

COPY

RECEIPT FOR DISTRIBUTION OF ADVANCE PAYMENTS HELD In ESCROW  
=====

Lycoming County Pennsylvania  
48 W 3rd Street  
Williamsport PA 17701

Receipt Date 09/19/2001  
Receipt Time 09:05:25  
Receipt No. 16217

DEGEORGE CAPITAL CORP (VS) JOHN AND JOANN BLOOM

Case Number 2001-00085 T  
Service Info  
Remarks Escrow Transfer Out

Advance Payment Balance	50.00	DILLON MCCANDLESS KING ET AL
Total Amount Distributed	30.00	

Balance RemaInIng	20.00
-------------------	-------

----- Distribution -----

Transaction Description	Amount	Payee
SHERIFF FEES	30.00	LYCOMING COUNTY TREASURER
Total Amount Distributed	30.00	

**COPY**

Security enhanced document. See back for details.

8000

LYCOMING COUNTY  
SHERIFF'S OFFICE  
CHARLES T. BREWER, SHERIFF

DATE SEPTEMBER 19, 2001

60-295/313  
4507

PAY  
TO THE  
ORDER OF DILLION, MCCANDLESS, KING, COULTER & GRAHAM LLP \$ 20.00

TWENTY AND 00/100----- DOLLARS



**M&T Bank**  
Manufacturers and Traders Trust Company  
Center City Office

FOR REFUND 01-00085 BLOOM

*Jodie Fagnano*

⑈008000⑈ ⑆031302955⑆

3741431302⑈

©2001 American BA

GUARDIAN © SAFETY

COPY

# DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.

ATTORNEYS AT LAW

CRANBERRY PROFESSIONAL PARK

501 SMITH DRIVE, SUITE 3

CRANBERRY TOWNSHIP, PENNSYLVANIA 16066-4133

(724) 776-6644

FACSIMILE (724) 776-6608

EMAIL: [dgraham@dmkcg-law.com](mailto:dgraham@dmkcg-law.com)

[mmarshall@dmkcg-law.com](mailto:mmarshall@dmkcg-law.com)

BUTLER OFFICE:

128 WEST CUNNINGHAM STREET  
BUTLER, PENNSYLVANIA 16001

(724) 283-2200

FACSIMILE (724) 283-2298

THOMAS W. KING, III  
JAMES P. COULTER  
DONALD P. GRAHAM

MARY JO DILLON  
MICHAEL D. HNATH  
MATTHEW F. MARSHALL  
THOMAS E. BRETH  
ANDREA C. PARENTI

OF COUNSEL:  
CHARLES E. DILLON  
RICHARD L. McCANDLESS  
TIM SHAFER

October 26, 2001

Margaret H. Puff, Office Manager  
Sheriff of Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: DeGeorge Capital Corp., f/k/a Plymouth Capital Company, Inc.  
v. John L. Bloom and Jo Ann Bloom, his wife  
No. 2001-00085-CD

Dear Peggy:

Please find enclosed for your file a copy of a letter to the Prothonotary enclosing the Praeipe to Satisfy Judgment on the above referenced action.

As a Sheriff Sale will no longer occur as scheduled, would you please check and see if any of the moneys forwarded to cover the sale can be refunded.

Thank you for all of your assistance in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.

COPY



Matthew F. Marshall

MFm:saw  
Enclosures

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**PRAECIPE TO SATISFY  
JUDGMENT**

Filed on Behalf of:

DeGeorge Capital Corp.  
f/k/a Plymouth Capital  
Company, Inc., Plaintiff

Counsel of Record for  
This Party:

Matthew F. Marshall, Esq.  
PA I.D. No. 72853

Dillon McCandless King  
Coulter & Graham L.L.P.  
Cranberry Professional Park  
501 Smith Drive, Suite 3  
Cranberry Twp., PA 16066  
(724) 776-6644

COPY



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

**PRAECIPE TO SATISFY JUDGMENT**

TO THE PROTHONOTARY:

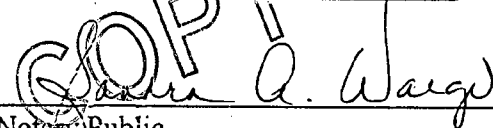
Kindly mark the Judgment in the above captioned matter satisfied upon payment  
of your costs only.

DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.

By: 

Matthew F. Marshall, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before me  
This 26<sup>th</sup> day of October, 2001

  
Notary Public

My Commission expires:

Notarial Seal  
Sandra A. Wargo, Notary Public  
Cranberry Twp., Butler County  
My Commission Expires June 17, 2002

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DeGEORGE CAPITAL CORP.,  
f/k/a PLYMOUTH CAPITAL  
COMPANY, INC.,

Plaintiff,

vs.

JOHN L. BLOOM and JO ANN  
BLOOM, his wife,

Defendants.

No. 2001-00085-CD

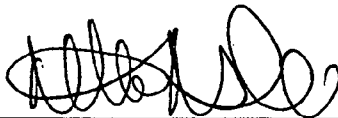
**CERTIFICATE OF SERVICE**

I certify that I mailed a true and correct copy of this **PRAECIPE TO SATISFY JUDGMENT**, via U.S. Mail, first class, postage pre-paid, on the 26<sup>th</sup> day of October, 2001, to the following:

John L. Bloom  
315 Bloomington Avenue  
Curwensville, PA 16833-0233

Jo Ann Bloom  
R. D. 1  
Carnwath, PA

COPY



Matthew F. Marshall, Esquire

**DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.**

ATTORNEYS AT LAW

**CRANBERRY PROFESSIONAL PARK**

**501 SMITH DRIVE, SUITE 3**

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MATTHEW F. MARSHALL  
THOMAS E. BRETH  
ANDREA C. PARENTI

OF COUNSEL:  
CHARLES E. DILLON  
RICHARD L. McCANDLESS  
TIM SHAFFER

November 13, 2001

Margaret H. Puff, Office Manager  
Sheriff of Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: DeGeorge Capital Corp., f/k/a Plymouth Capital Company, Inc.  
v. John L. Bloom and Jo Ann Bloom, his wife  
No. 2001-00085-CD

Dear Ms. Puff:

Please find enclosed check no. 11007 in the amount of \$571.54 as payment in full for the balance of all poundage and costs charged pursuant to your invoice dated November 1, 2001.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**DILLON McCANDLESS KING COULTER & GRAHAM L.L.P.**

COPY

  
Matthew F. Marshall

Enclosure  
cc: Alan Brown

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 time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the \_\_\_\_\_ day of \_\_\_\_\_, 2001, I exposed the within described real estate of

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

## SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	3.90
LEVY	15.00
MILEAGE	3.90
POSTING	15.00
CSDS	10.00
COMMISSION 2%	974.00
POSTAGE	9.48 + 4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	<del>30.00</del>
ADD'L POSTING	
ADD'L MILEAGE	43.01
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES / BILLING	15.00
BILLING - PHONE - FAX	29.00

**TOTAL SHERIFF COSTS** \$ 1,231.37

## DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	**** <del>5.00</del>
TRANSFER TAX 2%	

**TOTAL DEED COSTS** \$

## DEBT & INTEREST:

DEBT-AMOUNT DUE	<del>\$ 124,800.90</del>
INTEREST THOUGH 6-9-01	<del>1,872.04</del>

**TOTAL DEBT & INTEREST** \$ 126,672.94

## COSTS:

ATTORNEY FEES (5%)	<del>\$6,134.86</del>
PROTH. SATISFACTION	
ADVERTISING	161.67
LATE CHARGES & FEES	
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	
FORCLOSURE FEES	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 1,231.37
LEGAL JOURNAL AD	58.50
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00

**TOTAL COSTS** \$ 1,571.54

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

Chester A. Hawkins, Sheriff

**AMERICAN HOME PARTNERS, INC.**

P.O. BOX 306, 20 REALTY DRIVE  
CHESHIRE, CT 06410

**WEBSTER BANK**  
WATERBURY, CT 06702

**No.**

**11007**

51-7010-2111

**DATE**

**11/09/2001**

**CHECK AMOUNT**

**\*\*\*\*\*571.54**

**PAY**

**FIVE HUNDRED SEVENTY-ONE DOLLARS AND 54 CENTS\*\*\*\*\***

**TO THE  
ORDER  
OF**

**Sheriff of Clearfield  
County**

**TWO SIGNATURES REQUIRED IF OVER \$10,000**



Ex-11296

⑈011007⑈ ⑆211170101⑆10 0009404278⑈

Details on back.  
Security Features Included.

**AMERICAN HOME PARTNERS, INC.**

**11007**

Vendor: 02572 Sheriff of Clearfield Date: 11/09/2001 Check No: 00011007

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
110801	11/08/01	Re: Bloom Sheriff costs	571.54	0.00	571.54
110801					