

01-496-CD
NATIONAL CITY BANK -vs- ROBERT B. HORN, JR.

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

NATIONAL CITY BANK

CASE NO: 01-496-CO

Plaintiff,

v.

ROBERT B. HORM, JR

COMPLAINT IN CIVIL ACTION - ASSUMPSIT

Defendant.

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James McNally, Esquire
PA I.D. #78341
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #02131044

FILED

APR 06 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

CASE NO:

Plaintiff,

v.

ROBERT B. HORM, JR

Defendant.

COMPLAINT IN CIVIL ACTION - ASSUMPSIT

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

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

Lawyer Referral Service
PA Bar Association
P O Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT IN ASSUMPSIT - IN PERSONAM ACTION ON THE MORTGAGE NOTE

1. Plaintiff is a corporation with offices at 6750 Miller Road, Brecksville, OH 44141.
2. Defendant is an adult individual residing at Robert B. Horm, Jr., RR1, Box 58B, Penfield, CLEARFIELD County, Pennsylvania 15849.
3. On or about May 16, 1997, Defendant executed a Equity Reserve Agreement ("Note") in favor of Plaintiff in the original principal amount of \$15,000.00. A true and correct copy of said Note is attached hereto, marked as Exhibit "1" and made a part hereof.
4. As security for the payment of the aforesaid Note, Defendant executed and delivered to Plaintiff a Mortgage in the original principal amount of \$15,000.00, a true and correct copy of which is attached as Exhibit "2" and made a part hereof, which Mortgage was recorded on May 20, 1997 in the office of the Recorder of Deeds of Clearfield County in Mortgage Book Volume 1842, pages 546.
5. The Mortgage covers the real estate known as RR1 Box 58B, Huston Township, Penfield, CLEARFIELD County, Pennsylvania, 15849 described more fully in the Mortgage.
6. The Note and Mortgage are in default because Defendant has failed to make the required monthly payments of principal and interest to Plaintiff since November 2, 2000.

7. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable.

8. Plaintiff avers that the following amounts are due on said Note and Mortgage:

Principal	\$15,601.68
Interest through February 19, 2001	\$455.57
Reasonable attorneys fees	\$150.00
TOTAL	\$16,207.25

9. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys fees, interest and any part thereof to Plaintiff.

10. Contemporaneously hereunder, Defendant has been advised of his right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30-Day Notice, attached hereto, marked Exhibit "3", and made a part hereof.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Robert B. Horm, Jr., individually, in the amount of \$16,207.25 with appropriate additional attorneys' fees and continuing interest thereon at the contractual rate from February 20, 2001 plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS CO., L.P.A.



James McNally, Esquire
PA I.D. #78341
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 02131044

National City**National City Equity ReserveSM Agreement**Dated: May 16, 1997

Account No.: _____

You are opening an Equity Reserve Account (Account) with National City Bank of Pennsylvania (Bank) and agree that the following terms and conditions will apply to your account.

Line of Credit: Your account is an open end line of credit which you may use to obtain cash advances (Advances) from time to time for a period of 10 years. Your Account will mature on the last day of the Statement Period ending May 16, 2007 (Maturity Date). Bank may at its discretion extend the Maturity Date for one or more additional 10 year periods. Bank will notify you if Bank decides not to extend the Maturity Date on your Account.

The amount of your initial line of credit is \$ 15,000.00 (Credit Line). Any amount you repay will be again available to you. Bank may at its discretion increase your Credit Line, either upon your application or upon Bank's review of your Account. Additional documentation may be required for an increase in your Credit Line. Bank may reduce the amount of your Credit Line under certain conditions described in this Agreement.

Equity Reserve Advances: You may obtain Advances under your Credit line by issuing special Equity Reserve Checks (Checks) supplied by Bank, or by way of any other Bank approved plan. Bank will charge your Checks directly against your Account. The minimum Advance that you can receive is \$100.00. Bank will have no obligation to honor any Check for an amount less than \$100.00, or to make any Advance if the resulting Total Now Balance of your Account would exceed your Credit line, or after the final Maturity Date, or in the event of termination or suspension of your Credit Line under the conditions described in this Agreement.

You should notify Bank when you need more Checks. You should also notify Bank immediately if your Checks are lost or stolen. (Please see "Stop Payment Orders" section of this Agreement). Your statement will list Checks that have been paid, but the actual paid Checks will not be returned to you. You may request copies of paid Checks from the Bank, and a copying fee may be charged.

Bank may issue you a Visa[®] Gold credit card (Card) for use with the Account. The word Card can mean one or more credit cards. You may purchase goods or services from merchants who honor the Card. You may obtain cash advances from Bank or any other financial institution that honors the Card. You may also obtain cash advances by using an automated teller machine (ATM) and your Card or an ATM card as described in this Agreement. If you want ATM access to the Account, you must call or visit your branch to request such access. Please refer to the separate disclosures provided with the ATM card. Bank will charge all Advances to your Account. Bank will have no obligation to honor any Advance which would exceed your Credit Line, if you allow others to make Advances with a Card or ATM card than you are liable for their Advances as well. There is no minimum Advance when you use a Card or an ATM card.

If you allow someone else to use your Card or ATM card and you want to stop such use, you must let the Bank know in writing. If he or she has a Card or ATM card, you must return that Card or ATM card with your written notice.

You must notify Bank immediately if your Cards are lost or stolen, or you believe that some person may be using your Cards) without permission. You shall not use your Account after notifying Bank of loss, theft or unauthorized use of your Cards. You will not be held liable for any unauthorized use of the Card after you have notified Bank of the loss or theft by phone at 1-800 352 0186 or in writing at Security Department, 4653 E. Main Street, Columbus, OH 43261 0499. Otherwise you may be liable, but not for more than \$50.00. Bank may terminate the use of your Card if you lose your Card two times or more in a twelve month period. Bank may also terminate the use of your Card if your Total Now Balance exceeds your Credit Line by 2% or if you are overlimit for more than one Statement Period.

Bank charges you fees for using ATMs at other financial institutions to cover Bank's costs: \$1.00 for using a MAC[®] ATM and \$2.00 for using a PLUS[®] ATM. These are in addition to the other charges as listed in the Other Charges section of this Agreement.

Finance Charge: Bank figures the finance charge on your Account by applying the periodic rate to the "average daily balance" of your Account (including current transactions). To get the "average daily balance", Bank takes the beginning balance of the Account each day, adds any new Advances and other debits, and subtracts any payments or credits and unpaid finance charges. This gives the daily balance. Then, Bank adds up all the daily balances for the billing cycle (Statement Period) and divides the total by the number of days in the Statement Period. This gives the "average daily balance".

"Advances" are subject to finance charges from the date of transaction to the date payment is posted to the Account. The periodic rate of finance charge and the annual percentage rate are subject to change, based on the value of an index. The index in effect for each Statement Period shall be the "Prime Rate" of interest as published in the Money Rates Table of *The Wall Street Journal* as of the 17th Business day of the calendar month preceding the month in which the Statement Period begins rounded upward, if necessary, to the nearest .001% index. The finance charge for each Statement Period shall be computed at the following periodic rates, depending on the average daily balance for that Statement Period.

Average Daily Balance	ANNUAL PERCENTAGE RATE	Monthly Periodic Rate of FINANCE CHARGE
Up to \$10,000	0.50 % (Currently 9.00 %)	1/12 of Annual Percentage Rate (Currently .75000 %)
\$10,001 to \$25,000	0.50 % (Currently 9.00 %)	1/12 of Annual Percentage Rate (Currently .75000 %)
\$25,001 and up	0.50 % (Currently 9.00 %)	1/12 of Annual Percentage Rate (Currently .75000 %)

The annual percentage rate and the periodic rate of finance charge may increase if the index increases. In the event of an increase, the finance charge will increase and the Minimum Payment amount may increase. When the Minimum Payment amount is either 1.5% of the Total Now Balance or the total Finance Charges, an increase or decrease in the annual percentage rate will result in a corresponding increase or decrease in the Minimum Payment amount. However, in no event shall the periodic rate of FINANCE CHARGE be more than 1.50% per month or less than 0.047% per month, and in no event shall the ANNUAL PERCENTAGE RATE be more than 19.0% or less than 0.50%. If you had an outstanding balance of \$10,000, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 19.0% would be \$152.25. This annual percentage rate could be reached in the first Statement Period.

The annual percentage rate includes only interest and not other costs. Your monthly statement will disclose the applicable annual percentage rate for the Statement Period. You may obtain rate information by calling any branch.

Other Charges: In addition to finance charges, the following other charges will apply to your Account:

- A late payment fee of \$20.00 or 10% of the unpaid Minimum Payment, whichever is higher, if Bank does not receive your minimum payment at the address shown on your statement within 15 days of the payment due date. Bank may charge an additional late payment fee for each Statement Period that your Account is past due.
- An overlimit fee of \$20.00 whenever the Total Now Balance exceeds your Credit line. Bank may charge an additional \$20.00 for each Statement Period that you remain over your Credit line.
- A returned payment fee of \$20.00 if you make a payment on your Account which is returned to Bank unpaid because of insufficient funds, a closed account, stop payment, or any other reason.
- A returned check fee of \$20.00 if you write an Equity Reserve Check that Bank dishonors under the "Equity Reserve Advances" section of this Agreement.
- A stop payment fee of \$25.00 if you order Bank to stop payment on an Equity Reserve Check and a \$25.00 fee for renewal of each stop payment.
- A document request fee of \$5.00 per copy. Bank will not charge you for documents you are entitled to by law.

Bank does not lose any of its other rights under this Agreement whether or not it charges late payment or overlimit fees. The application of any fee shall not cure the default which initiated the fee.

• You may have to pay the cost of an additional title examination (estimated \$35.00) or appraisal (estimated \$275.00) as may be required under the "Suspension or Reduction of Credit Line" or "General" sections of this Agreement.

- The following fees are due at the opening of your Account:

\$ 13.50	Filing Fees	\$ 9.00	Appraisal
\$ 1.00	Title Examination	\$ 1.00	Title Insurance
\$ 29.00	Property Report	\$ 1.55	CREDIT REPORT

Flood Zone Determination

FEES WAIVED

If Bank waives fees due at opening of Account, you agree to pay such fees should you choose to terminate your Account during the first 12 months.

Security Interest: Your Account will be secured by a mortgage (Mortgage) on your dwelling (Dwelling). You represent and warrant to Bank that at all times during the term of this Agreement, your Dwelling shall be occupied by you and shall not be used as rental property. Bank agrees to waive any security interest in the Dwelling to the extent it secures Advances which may be in excess of your Credit line. You name Bank as loss payee and beneficiary of the proceeds of, and assign to Bank any unearned premiums of all insurance connected with your Account.

You must not adversely affect Bank's interest in the Dwelling by any action or inaction. You must keep the Dwelling in good condition, promptly pay all mortgage and other fees against the Dwelling, and promptly pay all taxes and assessments on the Dwelling. You must not sell or transfer title to the Dwelling without Bank's permission, or use the Dwelling for any illegal purposes.

Insurance: You must keep the Dwelling fully insured against loss or damage on terms which are acceptable to Bank. You must carry flood insurance if required by federal law. You may obtain property insurance from anyone that is acceptable to Bank. You agree to furnish Bank with written evidence of such insurance, with Bank named as loss payee. If you fail to do so, Bank may buy insurance to protect Bank's interest and add the premium cost to the unpaid balance of your Account, subject to the same finance charges as Advances against your Account. You assign to Bank the proceeds from any such insurance policies up to the unpaid balance of your Account. Bank may apply such proceeds, including any return of unearned premiums and payments for claims under such policies, to reduce the unpaid balance of your Account. You appoint Bank as your attorney-in-fact to submit insurance claims for you and to sign your name to any checks or drafts obtained from insurance companies.

Credit life insurance is not required to obtain credit and will not be provided unless you sign below, and also sign a separate Application for Credit Life Insurance and agree to pay the additional cost. No Credit Life Insurance will be provided unless the insurance company accepts your application for Credit Life Insurance. Credit Life Insurance will terminate at the end of the Statement Period in which either of you becomes 60 years of age. (See the Notice of Proposed Insurance for additional information). Premiums will be billed to your Account and treated as Advances. Premiums are based on the ending balance for each Statement Period.

Single Credit Life .0548 per \$100. Joint Credit Life .0959 per \$100.

Acknowledgment and Signature: You understand that the second page is also part of this Agreement and is incorporated by reference. Important information regarding your rights to dispute billing errors ("Your Billing Rights") is also printed on the second page. You acknowledge receipt of a completed copy of this Agreement including page two. You intend to be legally bound by all of the terms of this Agreement.

Dated _____

_____ (SEAL)
Signature _____

_____ (SEAL)
Signature _____

Type or Print Name _____
Address of Dwelling RR 1 BOX 58B PENFIELD, PA 15849-0000

02529.LAS

EXHIBIT

Equity ReserveSM Agreement
Page 2

Tax Deductibility You should consult a tax advisor regarding the deductibility of interest and charges on your Account.

General You shall promptly notify Bank of any change in circumstances which has a substantial adverse effect on your credit. You will furnish Bank with financial statements in a form satisfactory to Bank as Bank may request from time to time. Bank may also require a title examination and/or appraisal from time to time.

If this Agreement is signed by more than one person, each of you may draw Checks on the Account or use the Card or ATM card issued, and each of you is jointly and severally liable for all Advances and charges on the Account. Any of you may direct Bank to not make further Advances on the Account, however, reinstatement will only be made on the joint request of all of you. If you deliver to Bank and the Recorder of Deeds, in the county where the mortgaged Dwelling is located, written notice in the form prescribed by 42 Pa.C.S. section 6143 (c), you will limit the indebtedness secured by the Mortgage to the extent provided by law. Bank will consider this to be a direction by you not to make further Advances and to terminate the Account.

Your rights in your Account may not be assigned. The Mortgage may not be assumed by a subsequent purchaser of the Dwelling.

Bank may delay exercising any of its rights under this Agreement without losing them.

This Agreement and your use of the Account, Credit Line, Cards and Checks, shall be governed by and construed in accordance with the laws of Pennsylvania.

If it is determined for any reason that any part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision, and this Agreement will then read as if the invalid or unenforceable part were not there.

Account Statements Bank agrees to mail or deliver to you a monthly statement for each Statement Period at the end of which your Account has a Total New Balance which is a debit or credit balance of more than \$1.00 on which a finance charge has been imposed. Total New Balance is the sum of all outstanding Advances(s), Fees, Payments, other Credits, Debits, and Finance Charge(s).

Payments Until the final Maturity Date, your payments will be due monthly. You are required to pay a minimum payment equal to 1.5% of the Total New Balance shown on each monthly statement, or the total Finance Charge as shown on the statement, or \$100.00 (or whatever portion of \$100.00 is necessary to pay Bank in full), whichever is greatest, within 25 days after the statement date. You may pay the unpaid balance of your Account in whole or in part at any time without penalty.

Payments will be applied in the following order: First to all unpaid finance charges, then to all other charges, and then to Advances. Overpayments are credited to the Account and refunded upon request.

The minimum payment may not fully repay the principal that is outstanding on your Account by the Maturity Date. Bank will refinance the remaining unpaid balance on terms then offered by Bank, provided you continue to meet Bank's standards for creditworthiness and collateral value. Otherwise, you will be required to pay the entire balance in a single payment. After the final Maturity Date, and prior to refinancing or payment of entire balance outstanding on your Account, you will continue to be bound by this Agreement in that you will be liable for all finance charges and other amounts and you will be required to continue making monthly payments. Bank does not waive its right to receive payment in full by accepting partial payments after the final Maturity Date.

Stop Payment Orders Bank agrees to honor an oral or written stop payment order against an item, received from you within a reasonable time prior to payment. A stop payment order against an item must accurately describe the item as to date, number, amount, and payee, and must correctly recite your name and Account number. An oral or written stop payment order remains effective for six months from the date Bank receives notice of the order against an item for less than \$1,000 and for one year against an item for \$1,000 or more. A stop payment order may be renewed for successive periods equal to its original period of effectiveness if Bank receives an oral or written renewal notice prior to the order becoming ineffective. Errors in your name or the Account number, or inaccuracy in the description of the item's number, amount, issue date or payee on your written stop payment order shall relieve Bank from any liability for any mistaken payment or wrongful dishonor. Any errors or inaccuracies in the description of the item on your stop payment order must be reported in writing to Bank's Equity Reserve Department within 10 calendar days of the written acknowledgment date. Bank shall not be liable for any mistaken payment or wrongful dishonor occurring after the 10-day period, unless errors or inaccuracies are reported to Bank within the 10-day period. You agree to indemnify and hold it harmless from any and all expenses, including attorney's fees, incurred by Bank in honoring a stop payment order. Before Bank will release a stop payment order, Bank's Equity Reserve Department must receive a written request, signed by you requesting the withdrawal of the order. Bank shall not release a stop payment order, Bank's Equity Reserve Department must receive a written request, signed by you requesting the withdrawal of the order. Bank shall not release a stop payment order, Bank has failed to act in good faith and exercise ordinary care. Bank's acceptance of a stop payment does not mean that the check has not yet been paid. Bank shall have no liability resulting from the payment of a check prior to its actual receipt of a stop payment order and reasonable time to process the order. To place a stop payment order, call toll free 1-800-352-0186, or write Equity Reserve Department, National City Bank of Pennsylvania, P.O. Box 5570, Cleveland OH 44101.

Termination of Credit Line Bank can terminate your Account and, after any notice required by law, require you to pay the entire outstanding balance in one payment if:

- You engage in fraud or material misrepresentation in connection with your Account.
- You do not meet the repayment terms of this Agreement.
- Your action or inaction adversely affects the collateral or Bank's rights in the collateral.

Bank may charge and receive court costs should your Account be referred to an attorney for collection or to protect or enforce Bank's security interest plus reasonable attorney's fees should your Account be referred to an attorney who is not a salaried employee of Bank. To the extent permitted under interest after termination, whether prior to or after judgment by a court of competent jurisdiction, shall accrue at the Annual Percentage Rate and Monthly Periodic Rate of Finance Charge as established under this Agreement upon the outstanding unpaid balance, until such balance has been paid in full.

Suspension or Reduction of Credit Line Bank can refuse to make additional extensions of credit or reduce your Credit Line if:

- The value of the Dwelling securing your Credit Line declines significantly below its present appraised value for purposes of the Credit Line.
- Bank is unable to determine you will not be able to meet the repayment requirements due to a material change in your financial circumstances.
- You are in default of a material obligation in this Agreement.
- Government action prevents the Bank from imposing the annual percentage rate provided for or impacts the Bank's security interest such that the value of the interest is less than 120 percent of the Credit Line.
- A regulatory agency has notified the Bank that continued Advances would constitute an unsafe or unsound practice.
- The maximum annual percentage rate is reached.

Bank will give you written notice of any such action and conditions for reinstating your Credit Line. Bank may reinstate the Credit Line when the conditions leading to suspension are cured to Bank's satisfaction. Bank may require you to request reinstatement of credit privileges when the conditions leading to suspension or reduction of your Credit Line no longer exist. An additional title examination and other documentation may be required to reinstate your line, and advances associated with reinstatement will be borne by you.

Change in Terms Bank may change certain terms of this Agreement at any time by giving you 30 days prior notice if:

- The index and margin used for this Account if the original index is no longer available.
- A change that you specifically agree to.
- A change that benefits you.
- An insignificant change.

In the extent permitted by law, any change in terms will apply to balances outstanding on the effective date of the change as well as to balances generated thereafter.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information to describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or reprint your bill as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may reprint your bill as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

National City

Open-End Mortgage

(Advance Money Mortgage Securing Obligatory Future Advances)

THIS MORTGAGE is made on May 16, 1997 between ROBERT E. HORN JR., INDIVIDUAL, whether one or more persons called "Owner" and National City Bank of Pennsylvania, with an office located at LOAN DEVELOPMENT CENTER, called "Lender".

WHEREAS, ROBERT E. HORN JR., INDIVIDUAL, whether one or more persons called "Borrower" has been granted a home equity variable rate credit line Account (called the "Account") by Lender with a Credit Line of \$ 45,000.00, as evidenced by an Account Agreement (called the "Agreement") dated May 16, 1997, and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower in accordance with the terms of the Agreement up to the amount of the Credit Line; and

WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement;

NOW, THEREFORE, in consideration of the above premises and in order to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement; the payment of all sums, with interest thereon, advanced in order to protect the security of this Mortgage, including taxes, assessments, insurance premiums and costs; the performance of all covenants contained in the Agreement and this Mortgage; the payment of Lender's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; and the payment of any extension, refinancing, renewal, modification, substitution or amendment of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at:

448971 750112024
PR 1 BOX 588 *HUSTON TWP. PERKIEFIELD, PA 1584900000 CLEAFIELD
Street Township, City, Municipality, Borough County
Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 08/05/96, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1236, Page 210, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 419-53-33, as the Property is thereupon described and if this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said Lender, its successors and its assigns, FOREVER.

PROVIDED, HOWEVER, that should Borrower pay in full all sums secured by this Mortgage, and perform all covenants and agreements secured by this Mortgage, the estate hereby granted shall be discharged, provided Lender has no further right, as to future advances under the Agreement.

Owner and Lender covenant and agree as follows:

1. **THIS IS AN ADVANCE MONEY MORTGAGE** - It is expressly understood and agreed that this Mortgage secures, *inter alia*, certain obligatory loans and advances to be made by Lender to Borrower in accordance with the terms of the Agreement, when future advances are secured by this Mortgage as of the date hereof. Lender is not obligated to make advances which would cause the outstanding principal balance to exceed the Credit Line, and is not obligated to make advances after the Account is terminated or during periods when further extensions of credit are prohibited or suspended as provided in the Agreement.

2. Owner warrants and represents to Lender that Owner is the sole owner of the Property, has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.

3. Except for any notice required under applicable law to be given in another manner, any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

4. Owner shall be in default under this Mortgage upon a default under the terms of the Agreement.

5. Upon default, to the extent permitted by law, after any notice required by law, Lender may at its option declare due and payable the unpaid balance of all sums secured by this Mortgage and may take any action allowed by law or under the terms of the Agreement or this Mortgage, including taking possession of the Property, collecting any and all rents and applying them to the amounts secured by this Mortgage and foreclosing the Mortgage.

6. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

7. Lender's rights and remedies under the Mortgage or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary; and, the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

8. The covenants and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and any person to whom the Property is transferred. If more than one Owner signs this Mortgage, then obligations shall be joint and several. The rights and privileges contained herein shall inure to the Lender's successors and assigns. Lender can sell, transfer or assign the Mortgage without Owner's consent.

9. As additional security hereunder, Owner hereby assigns to Lender any and all leases on the Property, now existing or which may hereafter be made, together with any and all rents and Owner's rights as landlord under law; provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

10. If any provision of this Mortgage shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been a part of it.

11. Owner agrees to promptly pay when due all taxes, assessments, levies, obligations, other charges, mortgages and liens on or against the Property. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner shall keep the Property insured against loss by fire, and all other risks and hazards as Lender shall require, including flood insurance if required by law, in such amounts as Lender shall require. Owner shall promptly pay, when due, any premiums on such insurance. Owner may obtain such insurance from any insurer(s) of Owner's choice, provided that such insurer(s) shall be acceptable to Lender. All insurance policies shall contain loss payable clauses in favor of Lender, and Owner shall deliver evidence of such insurance to Lender. If Owner fails to pay all taxes, assessments, levies, obligations, other charges, prior mortgages and liens, insurance premiums or to keep the Property insured, Lender may at its option elect to pay the same, which shall thereupon be added to the indebtedness secured hereby and shall bear interest at the rate stated in the Agreement.

EXHIBIT 2

VOL 1842 PAGE 545

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATED IN HUSTON TOWNSHIP,
IN THE STATE OF PENNSYLVANIA AND THE COUNTY OF CLEARFIELD,
BEING DESCRIBED AS FOLLOWS: PARCEL NO. 119-G3-33
AND BEING MORE FULLY DESCRIBED IN A DEED DATED 9/06/96 AND
RECORDED 9/06/96 AMONG THE LAND RECORDS OF THE COUNTY AND STATE
SET FORTH ABOVE IN DEED BOOK 1786 PAGES 210

J. Leon J. Marks
J. Leon J. Marks
Kappa L. Marks

VOL 1842 PAGE 546

12. Owner's obligations under Paragraph 11 and Borrower's obligations to repay any amounts Lender advanced and to pay Lender's attorney's fees and costs shall survive any judgment in mortgage foreclosure.

IN WITNESS WHEREOF, and intending to be legally bound, each Owner has duly executed this Mortgage the day and year first above written.

WITNESS

Robert B. Horn Jr.

Robert B. Horn Jr. (SEAL)

(SEAL)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS
 COUNTY OF Clearfield

On the 16 day of May, 1997, before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank of Pennsylvania), personally appeared ROBERT B. HORN JR., known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal
Robert J. McGarry, Notary Public
Lawrence Twp., Clearfield County
My Commission Expiration Date: 2000

Notary Public

Robert B. Horn Jr.

CERTIFICATE OF RESIDENCE

John Gearhardt, do hereby certify that Mortgagee's precise residence is 116 ALLEGHENY CENTER MALL PITTSBURGH PA 15212

Agent for Mortgagee

RECEIVED
RECORDED
10:50 AM 5-20-97
NATIONAL CITY
1350
Karen L. Stark, Recorder

**Open-End
Mortgage**

FROM ROBERT B. HORN JR.

IR 1 60X 588

PENFIELD, PA 15949

National City Bank of Pennsylvania
Mail To:
P.O. Box 5570
Cleveland, Ohio 44101

COMMONWEALTH
OF PENNSYLVANIA
1 SS

COUNTY OF CLEARFIELD

(Recorded on this

st

day of the

RECORDED ON THIS DAY 1997 IN MORTGAGE BOOK

Vol. 1842, Page 546, at the office of the Recorder

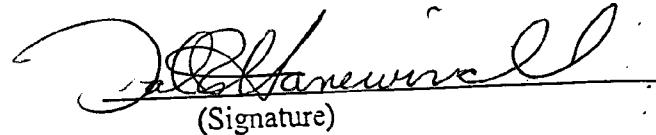
for the sum of \$10,500.00.

0264-LAS

Entered of Rec'd 1 5-20 1997 10:50am Karen L. Stark, Recorder

VERIFICATION PAGE

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities that he/she is (Name) Dale R Hanewinkel, (Title) Consumer Banking Officer of National City, Plaintiff herein, and that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(Signature)

Document
Liberation of Service of Process
for Service

Document
for Service

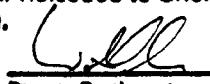
MMI # 0213044

FILED

REC'D APR 06 2001
Form 13/44/00
William A. Shaw
Prothonotary
PD \$85.00

ICC Sheriff

Aug. 8, 2001 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10870

NATIONAL CITY BANK

01-496-CD

VS.

HORM, ROBERT B. JR.

COMPLAINT

SHERIFF RETURNS

NOW MAY 16, 2001 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ROBERT B. HORM JR., DEFENDANT.

Return Costs

Cost	Description
9.00	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE: PAID BY: ATTY.

FILED

MAY 18 2001
01:30 PM
William A. Shaw
Prothonotary *ES*

Sworn to Before Me This

18th Day Of May, 2001
William A. Shaw

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

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

NATIONAL CITY BANK

CASE NO: 01-496-CO

Plaintiff,

v.

COMPLAINT IN CIVIL ACTION - ASSUMPSIT

ROBERT B. HORM, JR

Defendant.

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James McNally, Esquire
PA I.D. #78341
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #02131044

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

APR 06 2001

Attest.

William J. Blawie
Prothonotary

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

NATIONAL CITY BANK

CASE NO:

Plaintiff,

v.

ROBERT B. HORM, JR

Defendant.

COMPLAINT IN CIVIL ACTION - ASSUMPSIT

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

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

Lawyer Referral Service
PA Bar Association
P O Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT IN ASSUMPSIT - IN PERSONAM ACTION ON THE MORTGAGE NOTE

1. Plaintiff is a corporation with offices at 6750 Miller Road, Brecksville, OH 44141.
2. Defendant is an adult individual residing at Robert B. Horm, Jr., RR1, Box 58B, Penfield, CLEARFIELD County, Pennsylvania 15849.
3. On or about May 16, 1997, Defendant executed a Equity Reserve Agreement ("Note") in favor of Plaintiff in the original principal amount of \$15,000.00. A true and correct copy of said Note is attached hereto, marked as Exhibit "1" and made a part hereof.
4. As security for the payment of the aforesaid Note, Defendant executed and delivered to Plaintiff a Mortgage in the original principal amount of \$15,000.00, a true and correct copy of which is attached as Exhibit "2" and made a part hereof, which Mortgage was recorded on May 20, 1997 in the office of the Recorder of Deeds of Clearfield County in Mortgage Book Volume 1842, pages 546.
5. The Mortgage covers the real estate known as RR1 Box 58B, Huston Township, Penfield, CLEARFIELD County, Pennsylvania, 15849 described more fully in the Mortgage.
6. The Note and Mortgage are in default because Defendant has failed to make the required monthly payments of principal and interest to Plaintiff since November 2, 2000.

7. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable.

8. Plaintiff avers that the following amounts are due on said Note and Mortgage:

Principal	\$15,601.68
Interest through February 19, 2001	\$455.57
Reasonable attorneys fees	\$150.00
TOTAL	\$16,207.25

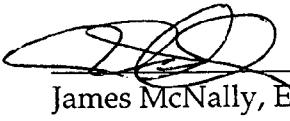
9. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys fees, interest and any part thereof to Plaintiff.

10. Contemporaneously hereunder, Defendant has been advised of his right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30-Day Notice, attached hereto, marked Exhibit "3", and made a part hereof.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant, Robert B. Horm, Jr., individually, in the amount of \$16,207.25 with appropriate additional attorneys' fees and continuing interest thereon at the contractual rate from February 20, 2001 plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS CO., L.P.A.



James McNally, Esquire
PA I.D. #78341
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 02131044

Equity Reserve Agreement

Page 2

Tax Deductibility. You should consult a tax advisor regarding the deductibility of interest and charges on your Account.

General. You shall promptly notify Bank of any change in circumstances which has a substantial adverse effect on your credit. You will furnish Bank with financial statements in a form satisfactory to Bank as Bank may request from time to time. Bank may also require a title examination and/or appraisal from time to time.

If this Agreement is signed by more than one person, each of you may draw Checks on the Account or use the Card or ATM card issued, and each of you is jointly and severally liable for all Advances and charges on the Account. Any of you may direct Bank to not make further Advances on the Account, however, reinstatement will only be made on the joint request of all of you. If you deliver to Bank and the Recorder of Deeds, in the County where the mortgaged Dwelling is located, written notice in the form prescribed by 42 Pa.C.S. section 8143 (c), you will limit the indebtedness secured by the Mortgage to the extent provided by law. Bank will consider this to be a direction for you not to make further Advances and to terminate the Account.

Your rights in your Account may not be assigned. The Mortgage may not be assumed by a subsequent purchaser of the Dwelling.

Bank may delay exercising any of its rights under this Agreement without losing them.

This Agreement and your use of the Account, Credit Line, Cards and Checks, shall be governed by and construed in accordance with the laws of Pennsylvania.

If it is determined for any reason that any part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision, and this Agreement will then read as if the invalid or unenforceable part were not there.

Account Statements. Bank agrees to mail or deliver to you a monthly statement for each Statement Period at the end of which your Account has a Total New Balance which is a debit or credit balance of more than \$1 or on which a finance charge has been imposed. Total New Balance is the sum of all outstanding Advances, Fees, Payments, other Credits, Delays, and Finance Charges.

Payments. Until the final Maturity Date, your payments will be due monthly. You are required to pay a minimum payment equal to 1.5% of the Total New Balance as shown on each monthly statement, or the total finance charges as shown on the statement, or \$100.00 (or whatever portion of \$100.00 is necessary to pay Bank in full), whichever is greatest, within 25 days after the statement date. You may pay the unpaid balance of your Account in whole or in part at any time without penalty.

Payments will be applied in the following order: First to all unpaid finance charges, then to all other charges, and then to Advances. Overpayments are credited to the Account and refunded upon request.

The minimum payment may not fully repay the principal that is outstanding on your Account by the Maturity Date. Bank will finance the remaining unpaid balance on terms then offered by Bank, provided you continue to meet Bank's standards for credit, worthiness and collateral value. Otherwise, you will be required to pay the entire balance in a single payment. After the final Maturity Date, and prior to refinancing or payment of entire balance and outstanding on your Account, you will continue to be bound by this Agreement in that you will be liable for all finance charges and other amounts and you will be required to continue making monthly payments. Bank does not waive its right to receive payment in full by accepting partial payments after the final Maturity Date.

Stop Payment Orders. Bank agrees to honor an oral or written stop payment order against an item, received from you within a reasonable time prior to payment. A stop payment order against an item must accurately describe the item as to name, number, amount, and payee, and must correctly recite your name and Account number. An oral or written stop payment order remains effective for six months from the date Bank receives notice of the order against an item for less than \$1,000 and for one year against an item for \$1,000 or more. A stop payment order may be renewed for successive periods equal to its original period of effectiveness if Bank receives an oral or written renewal notice prior to the order becoming ineffective. Errors in your name or the Account number, or inaccuracies in the description of the item's number, amount, issue date or payee on your written stop payment order shall release Bank from any liability for any mistaken payment or wrongful dishonor. Any errors on Bank's written acknowledgement of a stop payment order must be reported in writing to Bank's Equity Reserve Department within 10 calendar days of the written acknowledgement date. Bank shall not be liable for any mistaken payment or wrongful dishonor occurring after the 10 day period unless errors or inaccuracies are reported to Bank within the 10 day period. You agree to indemnify Bank and hold it harmless from any and all expenses incurred or damages suffered by Bank in honoring a stop payment order. Before Bank will release a stop payment order, Bank's Equity Reserve Department must receive a written request, signed by you, requesting the withdrawal of the order. Bank shall not be liable for any and damages incurred if Bank has failed to act in good faith and exercise ordinary care. Bank's acceptance of a stop payment does not mean that the check has not been paid. Bank shall have no liability resulting from the payment of a check prior to its actual receipt of a stop payment order and reasonable time to process the order. To place a stop payment order, call toll free 1-800-352-0185, or write Equity Reserve Department, National City Bank of Pennsylvania, P.O. Box 5570, Cleveland, OH 44101.

Termination of Credit Line. Bank can terminate your Account and, after any notice required by law, require you to pay the entire outstanding balance in one payment if:

- You engage in fraud or material misrepresentation in connection with your Account.
- You do not meet the repayment terms of this Agreement.
- Your action or inaction adversely affects the collateral or Bank's rights in the collateral.

Bank may charge and receive court costs should your Account be referred to an attorney who is not a salaried employee of Bank, to the extent permitted under plus reasonable attorney's fees should your Account be referred to an attorney who is not a salaried employee of Bank, to the extent permitted under interest after termination, whether prior to or after judgment by a court of competent jurisdiction, shall accrue at the Annual Percentage Rate and Monthly Periodic Rate of Finance Charge as established under this Agreement upon the outstanding unpaid balance, until such balance has been paid in full.

Suspension or Reduction of Credit Line. Bank can refuse to make additional extensions of credit or reduce your Credit Line if:

- The value of the Dwelling securing your Credit Line declines significantly below its present appraised value for purposes of the Credit Line.
- Bank reasonably believes you will be unable to meet the repayment requirements due to a material change in your financial circumstances.
- You do not fulfill all of a material obligation in this Agreement.
- Your inaction prevents the Bank from imposing the annual percentage rate provided for or impairs the Bank's security interest such that the value of the property has then 120 percent of the Credit Line.
- A regular service has notified the Bank that continued Advances would constitute an unsafe or unsound practice.
- The maximum annual percentage rate is reached.

Bank will give you written notice of any such action and conditions for reinstating your Credit Line. Bank may reinstate the Credit Line when the conditions leading to suspension or reduction of your Credit Line no longer exist. An additional title examination and other documentation may be required to reinstate your line and any costs associated with reinstatement will be borne by you.

Change in Terms. Bank may change certain terms of this Agreement at any time by giving you 30 days prior notice.

- The index and margin used for this Account if the original index is no longer available.
- A change that you and all others agree to.
- A change that benefits you.
- An insignificant change.
- Other changes permitted by applicable law.

To the extent permitted by law, any change in terms will apply to balances outstanding as of the effective date of the change as well as to balances generated thereafter.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. You must hear from us no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information to describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment, your bill must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, you can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (A) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address.
- (B) The purchase price must have been more than \$5.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Vol 1842 pg 544

National City

Open-End Mortgage

(Advance Money Mortgage Securing Obligatory Future Advances)

THIS MORTGAGE is made on May 16, 1997, between ROBERT B. HORN JR. (whether one or more persons called "Owner") and National City Bank of Pennsylvania, with an office located INDIVIDUAL LOAN DEVELOPMENT CENTER, (hereinafter called "Lender").

WHEREAS, ROBERT B. HORN JR. (whether one or more persons called "Borrower") has been granted a home equity variable rate credit line Account (called the "Account") by Lender with a Credit Line of \$ 15,000.00, as evidenced by an Account Agreement (called the "Agreement") dated MAY 16, 1997, and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower in accordance with the terms of the Agreement up to the amount of the Credit Line; and

WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement;

NOW, THEREFORE, in consideration of the above premises and in order to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement; the payment of all sums, with interest thereon, advanced in order to protect the security of this Mortgage, including taxes, assessments, insurance premiums and costs; the performance of all covenants contained in the Agreement and this Mortgage; the payment of Lender's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees if suit is filed or other action is taken to collect the sums owing or to protect the security of the Mortgage; and the payment of any extension, refinancing, renewal, modification, substitution or amendment of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at:

4408 971 750 30441
R.R. 1 BOX 548, HUSTON TWP. PENNSFIELD, PA 15549-0000, CLEARFIELD, County
Street Township, City, Municipality, Borough
Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 08/05/96, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1736, Page 210, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 41-55-3, as the Property is thereon described if this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Said Lender, its successors and its assigns, FOREVER.

PROVIDED, HOWEVER, that should Borrower pay in full all sums secured by this Mortgage, and perform all covenants and agreements secured by this Mortgage, the estate hereby granted shall be discharged; provided Lender has no claim of right of action, or similar Acts, in respect of the Agreement.

Owner and Lender covenant and agree as follows:

1. **THIS IS AN ADVANCE MONEY MORTGAGE** - It is expressly understood and agreed that this Mortgage secures, *inter alia*, certain obligatory loans and advances to be made by Lender to Borrower in accordance with the terms of the Agreement; when future advances are secured by this Mortgage as if made on the date hereof, Lender is not obligated to make advances which would cause the outstanding principal balance to exceed the Credit Line; and is not obligated to make advances after the Account is terminated or during periods when further extensions of credit are prohibited or suspended as provided in the Agreement.

2. Owner warrants and represents to Lender that Owner is the sole owner of the Property, has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.

3. Except for any notice required under applicable law to be given in another manner, any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

4. Owner shall be in default under this Mortgage upon a default under the terms of the Agreement.

5. Upon default, to the extent permitted by law, after any notice required by law, Lender may at its option declare due and payable the unpaid balance of all sums secured by this Mortgage and may take any action allowed by law or under the terms of the Agreement or this Mortgage, including taking possession of the Property, collecting hire and all rents and applying them to the amounts secured by this Mortgage and foreclosing the Mortgage.

6. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under the Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

7. Lender's rights and remedies under this Mortgage or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

8. The covenants and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and any person to whom the Property is transferred. If more than one Owner signs this Mortgage, their obligations shall be joint and several. The rights and privileges contained herein shall accrue to the Lender's successors and assigns. Lender can sell, transfer or assign the Mortgage without Owner's consent.

9. As additional security hereunder, Owner hereby assigns to Lender any and all leases on the Property, now existing or which may hereafter be made, together with any and all rents and Owner's rights as landlord under law; provided that Owner shall prior to the occurrence of an Event of Default, have the right to collect and retain such rents as they become due and payable.

10. If any provision of this Mortgage shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been a part of it.

11. Owner agrees to promptly pay when due all taxes, assessments, levies, obligations, other charges mortgages and liens on or against the Property. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner shall keep the Property insured against loss by fire, and all other risks and hazards as Lender shall require, including flood insurance if required by law, in such amounts as Lender shall require. Owner shall promptly pay, when due, any premiums required on such insurance. Owner may obtain such insurance from any insurer of Owner's choice, provided that such insurer shall be acceptable to Lender. All insurance policies shall contain loss payable clauses in favor of Lender, and Owner shall deliver evidence of such insurance to Lender. If Owner fails to pay all taxes, assessments, levies, obligations, other charges, prior mortgages and liens, insurance premiums or to keep the Property insured, Lender may at its option elect to pay the same, which shall thereupon be added to the indebtedness secured hereby and shall bear interest at the rate stated in the Agreement.

EXHIBIT

2

Rev. 12/96 02609

VOL 1842 PAGE 545

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATED IN HUSTON TOWNSHIP,
IN THE STATE OF PENNSYLVANIA AND THE COUNTY OF CLEARFIELD,
BEING DESCRIBED AS FOLLOWS: PARCEL NO. 119-G3-33
AND BEING MORE FULLY DESCRIBED IN A DEED DATED 9/06/96 AND
RECORDED 9/06/96 AMONG THE LAND RECORDS OF THE COUNTY AND STATE
SET FORTH ABOVE IN DEED BOOK 1786 PAGES 210

1. *What is the point
of the following
sentence?*

1. *Leucosticte*
Haben in Sibirien

VOL 1842 PAGE 546

12. Owner's obligations under Paragraph 11 and Borrower's obligations to repay any amounts Lender advanced and to pay Lender's attorneys' fees and costs shall survive any judgment in mortgage foreclosure.

IN WITNESS WHEREOF, and intending to be legally bound, each Owner has duly executed this Mortgage the day and year first above written.

WITNESS

(SEAL)

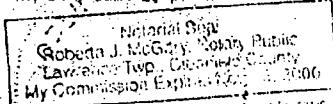
(SEAL.)

ACKNOWLEDGMENT

On the 16 day of May, 1997, before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank of Pennsylvania), personally appeared ROBERT B. HORN JR., known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My Congressional term expires



Notary Publics

CERTIFICATE OF RESIDENCE

116 ALLEGHENY CENTER MALL PITTSBURGH PA 15212

1000 AM 5-20-87
National City
1350
Karen L. Sterck, Recorder

Open-End Mortgage

FROM ROBERT B. HORN JR.
PA 1 BOX 588
PENFIELD, PA 15249

National City Bank of Pennsylvania

P.O. Box 5570
Cleveland, Ohio 44101

Received on: 10/10/2014

卷之三

Ranunculus

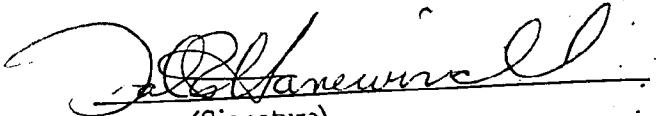
026545.145

Entered at Riga 5-20-1997. 10:55am Karen L. Stark, Recorder

COMMONWEALTH

VERIFICATION PAGE

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities that he/she is (Name) Dale R Hanewinkel, (Title) Consumer Banking Officer of National City, Plaintiff herein, and that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(Signature)

MMR # 0213049

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

NATIONAL CITY BANK

Plaintiff

No. 01-496-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

ROBERT B. HORN, JR.

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James McNally, Esquire
PA I.D. #78341
WELSTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02131044

FILED

AUG 08 2001

M 12-00 (w)

William A. Shaw

Prothonotary

P.O. 7.00

No CERT-

1 REINSTATE COMPLAINT
TO SHERIFF

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 01-496-CD

ROBERT B. HORM, JR.

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
James McNally, Esquire
PA I.D. #78341
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #02131044

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

NATIONAL CITY BANK

Plaintiff No.01-496-CD

vs.

STIPULATION OF THE PARTIES FOR
PAYMENT AND FOR THE ENTRY OF
JUDGMENT BY CONSENT

ROBERT B. HORM, JR.

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02131044

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

OCT 22 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 01-496-CD

ROBERT B. HORM, JR.

Defendant

STIPULATION OF THE PARTIES FOR PAYMENT
AND FOR THE ENTRY OF JUDGMENT BY CONSENT

AND NOW, comes the Plaintiff, by counsel, and the Defendant to Stipulate to Settlement and the
Entry of Judgment by Consent, as follows:

1. Defendant admits indebtedness to Plaintiff in the amount of \$16,207.25 with continuing
attorneys' fees and interest thereon at the contractual rate plus costs from February 20, 2001.
2. To secure the repayment of said indebtedness, Defendant agrees that Judgment by Consent will
be entered in favor of the Plaintiff and against the Defendant, Robert B. Horm, Jr., in the amount of
\$16,207.25 plus continuing interest thereon from February 20, 2001 and costs.

3. Plaintiff agrees not to Execute on its Judgment so long as Defendant causes to be delivered to Plaintiff the following payments in full by 12:00 NOON on the following dates:

- (a) \$3,000.00 due by September 10, 2001;
- (b) no less than \$250.00 per month due on the 15th day of each consecutive month thereafter until the Judgment amount plus accrued interest and costs are paid in full.

4. All payments are to be made payable to the order of "National City Bank"

5. All payments due under this agreement are to be received at the offices of National City Bank, P.O. Box 94982, LOC 7112, Cleveland, OH 44101.

6. In the event of default, each payment received shall be first attributed to costs, interest and then to principal.

7. Time is of the essence of this agreement and should the Defendant fail to have in the hands of Plaintiff or Plaintiff's counsel any payment in full within five (5) calendar days of the stated due date, then Plaintiff shall be immediately free to issue Execution as well as pursue all other remedies, in law or in equity, to collect the full balance of the Judgment entered hereunder plus appropriate additional interest and costs.

8. No act or omission of the Plaintiff, nor of anyone alleged to be acting on its behalf, shall constitute a waiver, estoppel, or any other excuse for non-performance of any duty undertaken by the Defendant in this Stipulation which the parties agree is final and complete.

9. Intending to be legally bound, the parties pray for an appropriate order, and set their hands and
seals this 19 day of October, 2001.

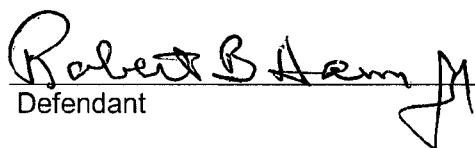
**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molczan, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02131044

Robert B. Horm, Jr.

By: 
Defendant


Witness

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 01-496-CD

ROBERT B. HORM, JR.

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on October 22, 2001.

Assumpsit Judgment in the amount
of \$16,207.25 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
 Award
 By Consent

Prothonotary

Robert B. Horm, Jr.
RR 1, Box 58 B
Penfield, PA 15849

By: 
PROTHONOTARY (OR DEPUTY)

FILED

Oct 27 2001 McNally 20.00
m/b27 10th pd
William A. Shaw
Prothonotary
Clerk
Statement to Atty McNally
Notice to Daf

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

COPY

National City Bank
Plaintiff(s)

No.: 2001-00496-CD

Real Debt: \$16,207.25

Atty's Comm:

Vs.

Costs: \$

Int. From:

Robert B. Horm Jr.
Defendant(s)

Entry: \$20.00

Instrument: Confession Judgment

Date of Entry: October 22, 2001

Expires: October 22, 2006

Certified from the record this 22nd of October, 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10870

NATIONAL CITY BANK

01-496-CD

VS.

HORM, ROBERT B. JR.

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 27, 2001 AT 10:57 AM DST SERVED THE WITHIN COMPLAINT
IN ASSUMPSIT ON ROBERT B. HORM, JR., DEFENDANT AT RESIDENCE,
RR#1 BOX 588, ONTARIO ST., PENFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO ROBERT HORM A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN TO HIM
THE CONTENTS THEREOF.

SERVED BY: SNDYER

Return Costs

Cost	Description
NO COSTS	

Sworn to Before Me This

30th Day Of August 2001
W

So Answers,

Chester A. Hawkins
by Marilynn Hamer
Chester A. Hawkins
Sheriff

FILED NO CC a
04:00 PM
AUG 30 2001
KPD

William A. Shaw
Prothonotary