

01-713-CD  
/ AMERISERV FINANCIAL -vs- SHAWN C. GALLAHER et alx

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly )  
US BANK, formerly, UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN, )  
Plaintiff ) CIVIL ACTION - LAW  
vs. ) No. 2001-713-C  
 ) ACTION IN MORTGAGE  
 ) FORECLOSURE  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants ) FOR SHERIFF'S SALE  
 )  
 ) TYPE OF DOCUMENT: COMPLAINT  
 )  
 ) COUNSEL OF RECORD FOR  
 ) PLAINTIFF:  
 ) DANIEL R. LOVETTE, ESQ.  
 ) 360 Stonycreek Street  
 ) Johnstown, PA 15901  
 ) (814) 535-6756  
 ) I.D. No. 18140

FILED

MAY 11 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly	)	
US BANK, formerly, UNITED STATES	)	
NATIONAL BANK IN JOHNSTOWN,	)	CIVIL ACTION - LAW
Plaintiff	)	
vs.	)	No. 2001-
	)	ACTION IN MORTGAGE
	)	FORECLOSURE
SHAWN C. GALLAHER and ELLEN E.	)	
GALLAHER, husband and wife,	)	
Defendants	)	

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any claim in the Complaint 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

*Daniel R. Lovette*  
\_\_\_\_\_  
Daniel R. Lovette, Esquire  
Attorney for Plaintiff

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

AMERISERV FINANCIAL, formerly )  
US BANK, formerly, UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN, ) CIVIL ACTION - LAW  
Plaintiff )  
vs. ) No. 2001-  
 ) ACTION IN MORTGAGE  
 ) FORECLOSURE  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants )

**COMPLAINT**

1. Plaintiff is AmeriServ Financial, formerly US Bank, formerly United States National Bank in Johnstown, a state bank organized and operating under the Laws of the Commonwealth of Pennsylvania, regulated by the Federal Reserve and the Pennsylvania Department of Banking, with its principal place and office for business in the City of Johnstown, Cambria County, State of Pennsylvania, with branch banks in several locations.

2. Defendants are Shawn C. Gallaher and Ellen E. Gallaher, whose address is 1918 Spring Street, Carlisle, Cumberland County, Pennsylvania 17013.

3. On May 29, 1997 Defendants executed a Note ("Note"), evidencing their indebtedness to Bank. A copy of said Note is attached hereto as Exhibit "A", and is incorporated herein by reference.

4. In consideration therefore, on May 29, 1997, the Bank loaned Defendants the sum of \$14,406.10.

5. As security for the aforesaid loan, Defendants did, on May 29, 1997, make, execute and deliver a Mortgage to Bank. Said Mortgage was recorded in the

Clearfield County Recorder's Office in Mortgage Book Volume 1845 at page 447. A copy of said mortgage is attached hereto as Exhibit "B" and is incorporated herein by reference.

6. The premises subject to the above mentioned Mortgage ("Mortgaged Premises") is described as follows:

ALL that certain lot or parcel of land situate in the Village of Rosebud, Beccaria Township, Clearfield, County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the corner of Lot #7; then by line of said lot Eastward one hundred fifty (150) feet to a post on Hill Street (formerly Canal Street); then Northward by said street fifty (50) feet to a post on corner of Lot #9; thence by the line of Lot #9 Westward one hundred fifty (150) feet to a post on an alley; then by line of said alley Southward fifty (50) feet to the place of beginning, and being numbered on the Plan of Rosebud as Lot #8.

7. The Mortgage may be a residential mortgage with respect to the Mortgaged Premises as that term is used in the Act of January 30, 1974, P.L. 13, No. 5, as amended, 41 P.S. Section 101, et seq.

8. The Mortgage is in default because the Defendants failed or refused to make payments of principal and interest as required by the terms of the aforesaid Note and Mortgage, in that the Defendants failed to make payments in December, 2000 through April, 2001, and the principal is due, payable, and collectible.

9. Notice has been given to the Defendants pursuant to Section 403 of the act of January 30, 1974, P.L. 13, No. 5, as amended, 41 P.S. Section 403. Copy of said Notice is attached hereto as Exhibit "C", and is incorporated herein by reference.

10. Notice has been given to Defendants as required under the terms of the Homeowner's Emergency Mortgage Foreclosure Assistance Act of 1983, 35 P.S. Section 1680.401c, et seq. Copy of said notice is attached hereto as Exhibit "D", and is

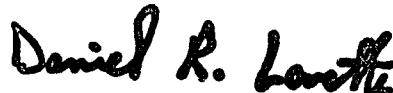
incorporated herein by reference.

11. The following amounts are due and owing as of April, 2001:

- (a) for principal, \$11,485.79;
- (b) for interest, \$313.43;
- (c) for late fees, \$20.54;
- (d) for attorney's commission, \$575.00;
- (e) for satisfaction, \$25.00;
- (f) for per diem rate, \$2.98945; and
- (g) for costs of this action and any execution hereunder

WHEREFORE, AmeriServ Financial, formerly US Bank, formerly United States National Bank in Johnstown, Plaintiff in the above action, demands judgment against Shawn C. Gallaher and Ellen E. Gallaher, Defendants in the above action, in the amount of \$12,419.76, together with additional interest from April, 2001, through the date of entry of judgment and thereafter and costs hereto.

Respectfully submitted,



Daniel R. Lovette, Esquire  
Attorney I.D. No. 18140  
360 Stonycreek Street  
Johnstown, PA 15901  
(814) 535-6756

STATE OF PENNSYLVANIA      )  
                                    )      SS:  
COUNTY OF CAMBRIA      )

Before me, the undersigned officer, personally appeared Bruce A. Mabon, who being duly sworn according to law does depose and say that he is the Assistant Vice President/Collection Manager of U.S. Bank, Plaintiff in the foregoing Complaint, that he is authorized to make this Affidavit and that the facts contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

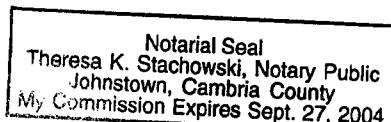
Bruce A. Mabon AUP  
Bruce A. Mabon, Asst. Vice President  
Collection Manager

Sworn and subscribed

to before me this 9<sup>th</sup>

day of May, 2001.

Theresa K. Stachowski  
Notary Public



# PROMISSORY NOTE

Principal \$14,406.10	Loan Date 05-29-1997	Maturity 06-10-2007	Loan No. 56-15-0212	Call 120	Collateral RE	Account	Officer MRR	Initials JW
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** SHAWN C GALLAHER  
RR1 BOX 23B  
COALPORT, PA 16627-9706

**Lender:** UNITED STATES NATIONAL BANK IN JOHNSTOWN  
COALPORT OFFICE  
MAIN STREET  
P.O. BOX 366  
COALPORT, PA 16627-0356

**Principal Amount:** \$14,406.10

**Interest Rate:** 9.500%

**Date of Note:** May 29, 1997

**PROMISE TO PAY.** I promise to pay to UNITED STATES NATIONAL BANK IN JOHNSTOWN ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fourteen Thousand Four Hundred Six & 10/100 Dollars (\$14,406.10), together with interest at the rate of 9.500% per annum on the unpaid principal balance from June 3, 1997, until paid in full.

**PAYMENT.** I will pay this loan in 119 payments of \$186.77 each payment and an irregular last payment estimated at \$186.07. My first payment is due July 10, 1997, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 10, 2007, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, I understand that Lender is entitled to a minimum interest charge of \$25.00. Other than my obligation to pay any minimum interest charge, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$2.50, whichever is less.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance. (e) Any creditor tries to take any of my property or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note and all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

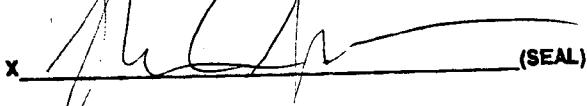
**COLLATERAL.** This Note is secured by a Mortgage dated May 29, 1997, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

**PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

**THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

**BORROWER:**

  
X \_\_\_\_\_ (SEAL)

05-29-1997  
Loan No 56-16-0212

PROMISSORY NOTE  
(Continued)

SHAWN C GALLAHER

Signed, acknowledged and delivered in the presence of:

X John O'Donnell  
Witness

X \_\_\_\_\_  
Witness

Fixed Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [PA-D20 56160212.LN R58.OVL]

TO KAREN L. STARCK

**REGISTER OF WILLS  
RECORDER OF DEEDS**



## **CLERK OF THE ORPHAN'S COURT**

Box 361  
Clearfield, Pa. 16830

30 May 30, 1997

435 Bank

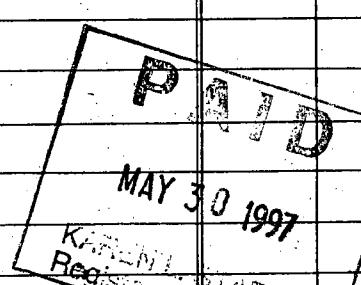
ATTORNEY

R N° 113819 T

Ch# 1243616

**Please return this bill with remittance for receipt.**

Make all checks payable to Karen L. Starck.

May	Shawn C Gallaugh et to UD Match Book	1950
	1845-447	

The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance.

RECORDATION REQUESTED BY:

UNITED STATES NATIONAL BANK IN JOHNSTOWN  
MAIN STREET  
P.O. BOX 356  
COALPORT, PA 16627-0356

VOL 1845 PAGE 447

WHEN RECORDED MAIL TO:

UNITED STATES NATIONAL BANK IN JOHNSTOWN  
MAIN STREET  
P.O. BOX 356  
COALPORT, PA 16627-0356

SEND TAX NOTICES TO:

SHAWN C GALLAHER and ELLEN E GALLAHER  
RR1 BOX 23B  
COALPORT, PA 16627-9706

56100817  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:32 pm 5-30-97  
BY SJS BIK  
FEES 19.50  
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED MAY 29, 1997, between SHAWN C GALLAHER and ELLEN E GALLAHER, whose address is RR1 BOX 23B, COALPORT, PA 16627-9706 (referred to below as "Grantor"); and UNITED STATES NATIONAL BANK IN JOHNSTOWN, whose address is MAIN STREET, P.O. BOX 356, COALPORT, PA 16627-0356 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

ALL THAT CERTAIN PROPERTY SITUATED IN BECCARIA TOWNSHIP IN THE STATE OF PENNSYLVANIA AND THE COUNTY OF CLEARFIELD, BEING DESCRIBED AS FOLLOWS: MAP #101-H17-413-75 AND BEING MORE FULLY DESCRIBED IN A DEED DATED 5/10/97 AND RECORDED 5/12/97 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE IN DEED BOOK 1840 PAGES 547.

The Real Property or its address is commonly known as RR1 BOX 23B, COALPORT, PA 16627-9706. Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation SHAWN C GALLAHER. Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means UNITED STATES NATIONAL BANK IN JOHNSTOWN, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated May 29, 1997, in the original principal amount of \$14,406.10 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

documents, whether now or hereafter existing, executed in connection with the lease, the word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Premises.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS  
GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS  
MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage when and as same become due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rent from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property for purposes of Granlor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require the substituted to Lender to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three

(3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$500.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This policy also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower. However, the death of any Grantor or Borrower will not be an Event of Default if as a result of the death of Grantor or Borrower the indebtedness is fully covered by credit life insurance.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or

any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreclosure proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, if may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

**THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

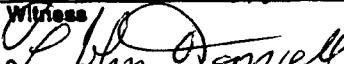
**GRANTOR:**

 (SEAL)  
SHAWN C GALLAHER

 (SEAL)  
ELLEN E GALLAHER

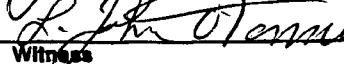
Signed, acknowledged and delivered in the presence of:

  
Witness

  
Witness

Signed, acknowledged and delivered in the presence of:

  
Witness

  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, UNITED STATES NATIONAL BANK IN JOHNSTOWN, herein is as follows:  
MAIN STREET, P.O. BOX 356, COALPORT, PA 16627-0356

  
R. John O'Donnell  
Attorney or Agent for Mortgagor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania

COUNTY OF Clearfield

On this, the 29th day of May, 1997, before me Mary E. Weaver, the undersigned Notary Public, personally appeared SHAWN C GALLAHER and ELLEN E GALLAHER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I, the undersigned, set my hand and official seal.  
MARY E. WEAVER, Notary Public  
Coalgate, Clearfield County, PA  
My Commission Expires Apr. 16, 2001

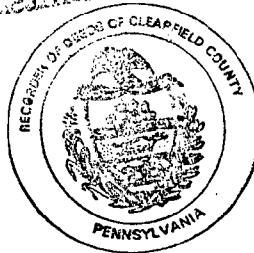
*Mary E. Weaver*

Notary Public in and for the State of Pennsylvania

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



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

Entered of Record May 30 1997 2:32 pm Karen L. Starck, Recorder

**ACT 91 NOTICE**  
**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

**This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.**

**Specific information about the nature of the default is provided in the attached pages.**

**The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.**

**To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency. (Notice Mailed March 14, 2001) The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).**

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA . PUEDES SER ELEGIBLE PARA UN PRESTAMO I OR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**HOMEOWNER'S NAME(S):**

**SHAWN C. GALLAHER  
ELLEN GALLAHER**

**PROPERTY ADDRESS:**

**RR 1 BOX 23B, COALPORT, PA. 15726**

**LOAN ACCT. NO.:**

**56-16-0212**

**ORIGINAL LENDER:**

**U S BANK**

**CURRENT LENDER/SERVICER:**

**U S BANK**

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at: RR 1 BOX 23B, COALPORT, PA. IS SERIOUSLY IN DEFAULT because:

**A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due: DECEMBER 10, 2000, JANUARY 10, 2001, FEBRUARY 10, 2001 and MARCH 10, 2001 **PAYMENTS TOTALING \$739.58**

Other charges (explain/itemize): **LATE FEES TOTALING \$18.04**

**TOTAL AMOUNT PAST DUE: \$757.62.**

**B. YOU HAVE FAILED TO MAINTAIN REQUIRED HOMEOWNERS INSURANCE COVERAGE.**

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) days of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$739.58, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

US BANK  
PO BOX 520  
JOHNSTOWN PA 15907-0520

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: **OBTAIN HOMEOWNER'S INSURANCE**

**IF YOU DO NOT CURE THE DEFAULT** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends TO INSTRUCT ITS ATTORNEYS TO START LEGAL ACTION TO **FORECLOSE UPON YOUR MORTGAGED PROPERTY**.

**IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) 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 Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately \_\_\_\_\_ months from the date of this Notice. A notice of the actual 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 or action will be by contacting the lender

**HOW TO CONTACT THE LENDER:**

Name of Lender: **U S BANK**

Address: **PO BOX 520, JOHNSTOWN, PA 15907-0520**

Phone Number: **(814) 255-9675**

Fax Number: **(814) 255-9699**

Contact Person: **BRUCE A. MABON AVP / COLL MGR**

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

(See attached appendix C)

## APPENDIX C

### ALLEGHENY COUNTY

Credit Counselors of PA  
401 Wood St., Ste. 906  
Pittsburgh, PA 15222  
(412) 338-9954 or (800) 737-2933  
FAX (412) 338-9963

CCCS of Western Pennsylvania, Inc.  
309 Smithfield St.  
Pittsburgh, PA 15222  
(412) 471-7584

### BEDFORD COUNTY

Bedford Fulton Housing Services  
RR 1 BOX 384  
Everett PA 15537-9549  
(814) 623-9129  
FAX (814) 623-7187

### BLAIR COUNTY

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Rd  
Altoona, PA 16602  
(814) 944-8100  
(814) 944-5747

### CAMBRIA COUNTY

Housing Opportunities of Cambria County  
407 Main St, 2<sup>nd</sup> Floor  
Johnstown, PA 15901  
(814) 535-2445

Keystone Economic Dev. Corp.  
1954 Mary Grace Ln.  
Johnstown, PA 15901-1134  
(814) 535-6556  
FAX (814) 539-1688

### HUNTINGDON COUNTY

Weatherization Office  
917 Mifflin St.  
Huntingdon, PA 16652-1817  
(814) 643-2343

### INDIANA COUNTY

Indiana County Community Action Program  
827 Water St. Box 187  
Indiana, PA 15701-1755  
(724) 465-2657  
FAX (412) 465-5118

### SOMERSET COUNTY

Tableland Services, Inc.  
535 East Main Street  
Somerset, PA 15501  
(814) 445-9628 Ext 241  
FAX (814) 443-3614  
1-800-452-0148

### WESTMORELAND COUNTY

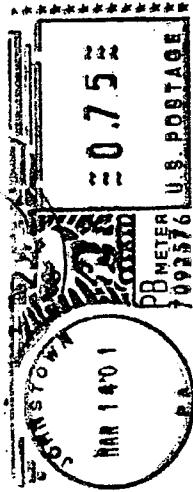
Consumer Credit Counseling of  
Western Pennsylvania Inc.  
1 North Gate Sq.  
2 Garden Center Dr.  
Greensburg, PA 15601-1351  
(724) 838-1290

**CERTIFICATE OF MAILING**

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

Received From: **U. S. BANK**  
216 Franklin Street  
P. O. Box 520  
Johnstown, PA 15907-0520

One piece of ordinary mail addressed to:  
**SHAWN C. GALLAHER**  
**1918 SPRING RD,**  
**CARLISLE, PA. 17013-1155**

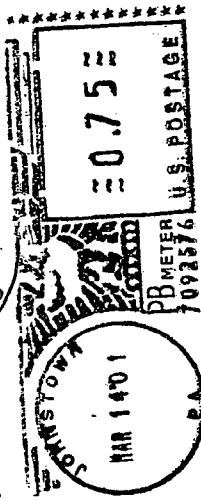


**CERTIFICATE OF MAILING**

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

Received From: **U. S. BANK**  
216 Franklin Street  
P. O. Box 520  
Johnstown, PA 15907-0520

One piece of ordinary mail addressed to:  
**ELLEN GALLAHER**  
**1918 SPRING RD.**  
**CARLISLE, PA. 17013-1155**



PS Form 3817, Mar. 1989



Member FDIC

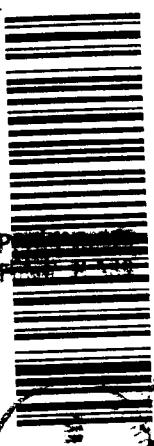
Equal Housing Lender

Main Office  
216 Franklin Street  
PO Box 520  
Johnstown, PA 15907-0520

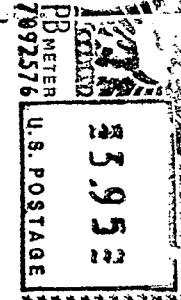
Address Service Requested

MOVED  
 ADDED, LEFT  
 UNEMPLOYED, NO  
 NO SLAMMED ORDER  
 NO SUCH ADDRESS  
 INSUFFICIENT STREET ADDRESS  
 INSUFFICIENT NUMBER  
 NUMBER REFUSED

ADDRESS  
ELLEN GALLAHER  
1918 SPRING RD  
CAVES PA 47301



7000 1530 0001 7718 2563



Name

*John G. G.*

1st Notice

*3/20/04*

2nd Notice

*3/20/04*

Return

*3/20/04*



Member FDIC

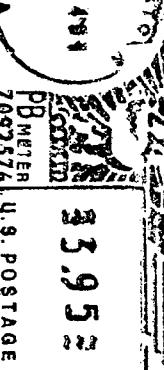
Equal Housing Lender

Main Office  
216 Franklin Street  
PO Box 520  
Johnstown, PA 15907-0520

Address Service Requested

MOVED  
 ADDED, LEFT  
 UNEMPLOYED, NO  
 NO SLAMMED ORDER  
 NO SUCH ADDRESS  
 INSUFFICIENT STREET ADDRESS  
 INSUFFICIENT NUMBER  
 NUMBER REFUSED

15907-0520  
0001 7718 2563



*John G. G.*

SHAWN GALLAHER  
1918 SPRING RD  
CAVES PA 47301

ADDRESS

1st Notice *3/20/04*

2nd Notice *3/21/04*

Return *3/21/04*

FILED 4 AC Sheriff  
07/3/59  
SAC  
William A. Scanlon  
Prothonotary  
4th fl.  
80.00

LAW OFFICES  
KAMINSKY, THOMAS, WHARTON  
AND LOVETTE  
360 STONYCREEK STREET  
JOHNSTOWN, PENNSYLVANIA 15901-1959

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10999

AMERISERV FINANCIAL formerly US BANK formerly UNITED STATES NAT 01-713-CD

VS.  
GALLAHER, SHAWN C. & ELLEN E.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW MAY 14, 2001, R. THOMAS KLINE, SHERIFF OF CUMBERLAND COUNTY  
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY  
TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHAWN C.  
GALLAHER AND ELLEN E. GALLAHER, DEFENDANTS.

NOW MAY 30, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE  
ON SHAWN C. GALLAHER AND ELLEN E. GALLAHER, DEFENDANTS BY DEPUTIZING  
THE SHERIFF OF CUMBERLAND COUNTY. THE RETURNS OF SHERIFF KLINE ARE  
HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE  
SERVED BOTH COPIES ON ELLEN GALLAHER, DEFENDANT AND WIFE OF SHAWN  
C. GALLAHER.

---

Return Costs

Cost	Description
36.44	SHFF. HAWKINS PAID BY: PLFF.
30.60	SHFF. KLINE PAID BY: PLFF.
20.00	SURCHARGE PAID BY: PLFF.

**FILED**  
2001  
JUN 13 2001  
William A. Shaw  
Prothonotary

Sworn to Before Me This

13 Day Of July 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.

## SHERIFF'S RETURN - REGULAR

CASE NO: 2001-00334 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CUMBERLANDAMERISERV FINANCIAL

VS

GALLAHER SHAWN C ET AL

DEP KATHY CLARKE, Sheriff or Deputy Sheriff of  
Cumberland County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT - MORT FORE was served upon

GALLAHER SHAWN C the

DEFENDANT, at 1906:00 HOURS, on the 30th day of May, 2001  
at 1918 SPRING RD

CARLISLE, PA 17103 by handing to

ELLEN GALLAHER (WIFE),

a true and attested copy of COMPLAINT - MORT FORE together with

and at the same time directing Her attention to the contents thereof.

## Sheriff's Costs:

Docketing	18.00
Service	3.10
Affidavit	2.50
Surcharge	.00
	.00
	23.60

## So Answers:

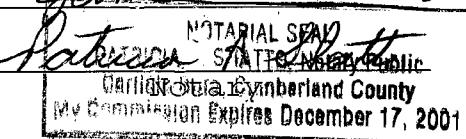
  
R. Thomas Kline

05/31/2001  
U S BANK

Sworn and Subscribed to before  
me this 4th day of

By: Kathy Clarke  
Deputy Sheriff

June A.D. 2001

  
Notary Public  
Cumberland County  
My Commission Expires December 17, 2001

SHERIFF'S RETURN - REGULAR

CASE NO: 2001-00334 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CUMBERLAND

AMERISERV FINANCIAL

VS

GALLAHER SHAWN C ET AL

DEP KATHY CLARKE, Sheriff or Deputy Sheriff of  
Cumberland County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT - MORT FORE was served upon  
GALLAHER ELLEN E the  
DEFENDANT, at 1906:00 HOURS, on the 30th day of May, 2001  
at 1918 SPRING RD  
CARLISLE, PA 17013 by handing to  
ELLEN GALLAHER  
a true and attested copy of COMPLAINT - MORT FORE together with

and at the same time directing Her attention to the contents thereof.

Sheriff's Costs:

Docketing	6.00
Service	.00
Affidavit	1.00
Surcharge	.00
	.00
	7.00

So Answers:

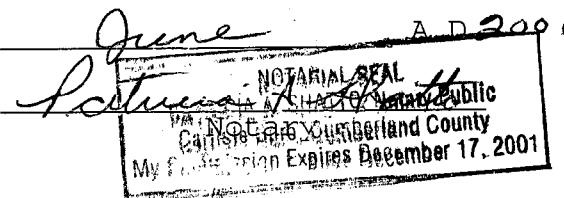
  
R. Thomas Kline

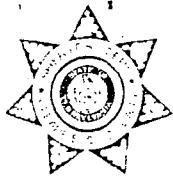
05/31/2001  
U S BANK

Sworn and Subscribed to before  
me this 4th day of

By:

  
Kathy Clarke  
Deputy Sheriff





# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
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

AMERISERV FINANCIAL formerly US BANK  
formerly UNITED STATES NATIONAL BANK  
VS:

SHAWN C. GALLAHER  
& ELLEN E. GALLAHER

**SERVE BY:** 6/10/01  
or  
**HEARING DATE:**

**TERM & NO.:** 01-713-CD

**DOCUMENT TO BE SERVED:**  
COMPLAINT IN MORTGAGE FORECLOSURE

**SERVE:** SHAWN C. GALLAHER AND ELLEN E. GALLAHER

**ADDRESS:** 1918 Spring St., Carlisle, Pa.

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

This Deputation being made at the request and risk of the Plaintiff this 14th day of MAY 2001.

**MAKE REFUND PAYABLE TO:** U.S. BANK

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

OFFICE

334

OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly )  
US BANK, formerly, UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN, )  
Plaintiff )  
vs. )  
)  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants )  
)  
)  
)  
)  
)  
)  
)  
CIVIL ACTION - LAW  
No. 2001- 713-00  
ACTION IN MORTGAGE  
FORECLOSURE  
FOR SHERIFF'S SALE  
TYPE OF DOCUMENT: COMPLAINT  
COUNSEL OF RECORD FOR  
PLAINTIFF:  
DANIEL R. LOVETTE, ESQ.  
360 Stonycreek Street  
Johnstown, PA 15901  
(814) 535-6756  
I.D. No. 18140

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

MAY 1, 2001

Attest:

  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly	)	
US BANK, formerly, UNITED STATES	)	
NATIONAL BANK IN JOHNSTOWN,	)	CIVIL ACTION - LAW
Plaintiff	)	
vs.	)	No. 2001-
	)	ACTION IN MORTGAGE
	)	FORECLOSURE
SHAWN C. GALLAHER and ELLEN E.	)	
GALLAHER, husband and wife,	)	
Defendants	)	

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any claim in the Complaint 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

*Daniel R. Lovette*

Daniel R. Lovette, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly	)	
US BANK, formerly, UNITED STATES	)	
NATIONAL BANK IN JOHNSTOWN,	)	CIVIL ACTION - LAW
Plaintiff	)	
vs.	)	No. 2001-
	)	ACTION IN MORTGAGE
	)	FORECLOSURE
SHAWN C. GALLAHER and ELLEN E.	)	
GALLAHER, husband and wife,	)	
Defendants	)	

COMPLAINT

1. Plaintiff is AmeriServ Financial, formerly US Bank, formerly United States National Bank in Johnstown, a state bank organized and operating under the Laws of the Commonwealth of Pennsylvania, regulated by the Federal Reserve and the Pennsylvania Department of Banking, with its principal place and office for business in the City of Johnstown, Cambria County, State of Pennsylvania, with branch banks in several locations.

2. Defendants are Shawn C. Gallaher and Ellen E. Gallaher, whose address is 1918 Spring Street, Carlisle, Cumberland County, Pennsylvania 17013.

3. On May 29, 1997 Defendants executed a Note ("Note"), evidencing their indebtedness to Bank. A copy of said Note is attached hereto as Exhibit "A", and is incorporated herein by reference.

4. In consideration therefore, on May 29, 1997, the Bank loaned Defendants the sum of \$14,406.10.

5. As security for the aforesaid loan, Defendants did, on May 29, 1997, make, execute and deliver a Mortgage to Bank. Said Mortgage was recorded in the

Clearfield County Recorder's Office in Mortgage Book Volume 1845 at page 447. A copy of said mortgage is attached hereto as Exhibit "B" and is incorporated herein by reference.

6. The premises subject to the above mentioned Mortgage ("Mortgaged Premises") is described as follows:

ALL that certain lot or parcel of land situate in the Village of Rosebud, Beccaria Township, Clearfield, County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the corner of Lot #7; then by line of said lot Eastward one hundred fifty (150) feet to a post on Hill Street (formerly Canal Street); then Northward by said street fifty (50) feet to a post on corner of Lot #9; thence by the line of Lot #9 Westward one hundred fifty (150) feet to a post on an alley; then by line of said alley Southward fifty (50) feet to the place of beginning, and being numbered on the Plan of Rosebud as Lot #8.

7. The Mortgage may be a residential mortgage with respect to the Mortgaged Premises as that term is used in the Act of January 30, 1974, P.L. 13, No. 5, as amended, 41 P.S. Section 101, et seq.

8. The Mortgage is in default because the Defendants failed or refused to make payments of principal and interest as required by the terms of the aforesaid Note and Mortgage, in that the Defendants failed to make payments in December, 2000 through April, 2001, and the principal is due, payable, and collectible.

9. Notice has been given to the Defendants pursuant to Section 403 of the act of January 30, 1974, P.L. 13, No. 5, as amended, 41 P.S. Section 403. Copy of said Notice is attached hereto as Exhibit "C", and is incorporated herein by reference.

10. Notice has been given to Defendants as required under the terms of the Homeowner's Emergency Mortgage Foreclosure Assistance Act of 1983, 35 P.S. Section 1680.401c, et seq. Copy of said notice is attached hereto as Exhibit "D", and is

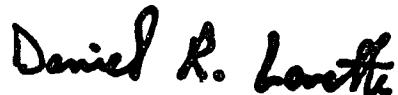
incorporated herein by reference.

11. The following amounts are due and owing as of April, 2001:

- (a) for principal, \$11,485.79;
- (b) for interest, \$313.43;
- (c) for late fees, \$20.54;
- (d) for attorney's commission, \$575.00;
- (e) for satisfaction, \$25.00;
- (f) for per diem rate, \$2.98945; and
- (g) for costs of this action and any execution hereunder

WHEREFORE, AmeriServ Financial, formerly US Bank, formerly United States National Bank in Johnstown, Plaintiff in the above action, demands judgment against Shawn C. Gallaher and Ellen E. Gallaher, Defendants in the above action, in the amount of \$12,419.76, together with additional interest from April, 2001, through the date of entry of judgment and thereafter and costs hereto.

Respectfully submitted,



---

Daniel R. Lovette, Esquire  
Attorney I.D. No. 18140  
360 Stonycreek Street  
Johnstown, PA 15901  
(814) 535-6756

STATE OF PENNSYLVANIA      )  
                                    )      SS:  
COUNTY OF CAMBRIA      )

Before me, the undersigned officer, personally appeared Bruce A. Mabon, who being duly sworn according to law does depose and say that he is the Assistant Vice President/Collection Manager of U.S. Bank, Plaintiff in the foregoing Complaint, that he is authorized to make this Affidavit and that the facts contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

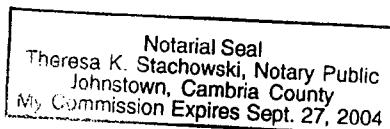
Bruce A. Mabon AUP  
Bruce A. Mabon, Asst. Vice President  
Collection Manager

Sworn and subscribed

to before me this 9<sup>th</sup>

day of May, 2001.

Theresa K. Stachowski  
Notary Public



# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$14,406.10	05-29-1997	06-10-2007	56-16-0212	120	RE		MRR	6/10

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** SHAWN C GALLAHER  
RR1 BOX 23B  
COALPORT, PA 16627-9706

**Lender:** UNITED STATES NATIONAL BANK IN JOHNSTOWN  
COALPORT OFFICE  
MAIN STREET  
P.O. BOX 366  
COALPORT, PA 16627-0356

**Principal Amount:** \$14,406.10

**Interest Rate:** 9.500%

**Date of Note:** May 29, 1997

**PROMISE TO PAY.** I promise to pay to UNITED STATES NATIONAL BANK IN JOHNSTOWN ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fourteen Thousand Four Hundred Six & 10/100 Dollars (\$14,406.10), together with interest at the rate of 9.500% per annum on the unpaid principal balance from June 3, 1997, until paid in full.

**PAYMENT.** I will pay this loan in 119 payments of \$186.77 each payment and an irregular last payment estimated at \$186.07. My first payment is due July 10, 1997, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 10, 2007, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (365 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, I understand that Lender is entitled to a minimum interest charge of \$25.00. Other than my obligation to pay any minimum interest charge, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$2.50, whichever is less.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of CAMBRIA County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

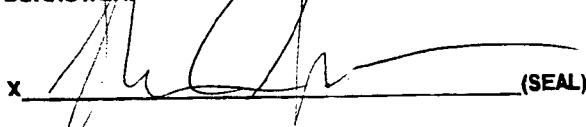
**COLLATERAL.** This Note is secured by a Mortgage dated May 29, 1997, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

**PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

**BORROWER:**

  
X \_\_\_\_\_ (SEAL)

05-29-1997  
Loan No 56-16-0212

PROMISSORY NOTE  
(Continued)

SHAWN C GALLAHER

Signed, acknowledged and delivered in the presence of:

X John O'Connell  
Witness

X  
Witness

Fixed Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [PA-D20 56160212.LN R56.OVL]

TO KAREN L. STARCK

REGISTER OF WILLS  
RECORDER OF DEEDS



CLERK OF THE ORPHAN'S COURT

Box 361  
Clearfield, Pa. 16830

May 30, 1997

UJD Book

ATTORNEY

R № 113819 T

Ch# 1243616

Please return this bill with remittance for receipt.

Make all checks payable to Karen L. Starck.

Shawn C Gallaher	19	50	
to UJD Match Book			
1845-447	P	A	10
	MAY	30	1997
	KAREN L. STARCK	Register & Recorder	

The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance.

## RECORDATION REQUESTED BY:

UNITED STATES NATIONAL BANK IN JOHNSTOWN  
 MAIN STREET  
 P.O. BOX 356  
 COALPORT, PA 16627-0356

## WHEN RECORDED MAIL TO:

UNITED STATES NATIONAL BANK IN JOHNSTOWN  
 MAIN STREET  
 P.O. BOX 356  
 COALPORT, PA 16627-0356

## SEND TAX NOTICES TO:

SHAWN C GALLAHER and ELLEN E GALLAHER  
 RR1 BOX 23B  
 COALPORT, PA 16627-9706

56/10 0717  
 CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 2:30 pm 5-30-97  
 BY S.S.B.K.  
 FEES 19.50  
 Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED MAY 29, 1997, between SHAWN C GALLAHER and ELLEN E GALLAHER, whose address is RR1 BOX 23B, COALPORT, PA 16627-9706 (referred to below as "Grantor"); and UNITED STATES NATIONAL BANK IN JOHNSTOWN, whose address is MAIN STREET, P.O. BOX 356, COALPORT, PA 16627-0356 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

ALL THAT CERTAIN PROPERTY SITUATED IN BECCARIA TOWNSHIP IN THE STATE OF PENNSYLVANIA AND THE COUNTY OF CLEARFIELD, BEING DESCRIBED AS FOLLOWS: MAP #101-H17-413-75 AND BEING MORE FULLY DESCRIBED IN A DEED DATED 5/10/97 AND RECORDED 5/12/97 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE IN DEED BOOK 1840 PAGES 547. \*

The Real Property or its address is commonly known as RR1 BOX 23B, COALPORT, PA 16627-9706. The Real Property or its address is commonly known as RR1 BOX 23B, COALPORT, PA 16627-9706. In Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation SHAWN C GALLAHER. Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means UNITED STATES NATIONAL BANK IN JOHNSTOWN, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated May 29, 1997, in the original principal amount of \$14,406.10 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

documents, whether now or hereafter existing, executed in connection with the Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS  
GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS  
MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rent from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**of any interest in the Property, whether by foreclosure or otherwise.** **Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interest in the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three

(3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$500.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that any coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This policy also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage or foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower. However, the death of any Grantor or Borrower will not be an Event of Default if as a result of the death of Grantor or Borrower the Indebtedness is fully covered by credit life insurance.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or

any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreclosure proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

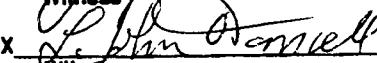
GRANTOR:

  
SHAWN C GALLAHER

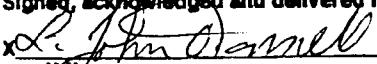
(SEAL)

  
ELLEN E GALLAHER (SEAL)

Signed, acknowledged and delivered in the presence of:

  
Witness  
   
Witness

Signed, acknowledged and delivered in the presence of:

  
Witness  
   
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, UNITED STATES NATIONAL BANK IN JOHNSTOWN, herein is as follows:  
MAIN STREET, P.O. BOX 356, COALPORT, PA 16627-0356

  
R. John O'Donnell  
Attorney or Agent for Mortgagor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF Clearfield

On this, the 29th day of May, 1997, before me Mary E. Weaver, the undersigned Notary Public, personally appeared SHAWN C GALLAHER and ELLEN E GALLAHER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I, the undersigned, set my hand and official seal.  
MARY E. WEAVER, Notary Public  
Coalport, Clearfield County, PA  
My Commission Expires Apr. 16, 2001

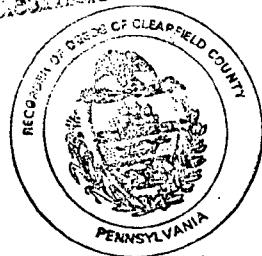
*Mary E. Weaver*

Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [PA-G0356180212.LN R56.OVL]



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



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

Entered of Record May 30 1997 2:32 pm Karen L. Starck, Recorder

ACT 91 NOTICE  
**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.

Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency. (Notice Mailed March 14, 2001) The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO I OR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):

SHAWN C. GALLAHER  
ELLEN GALLAHER

PROPERTY ADDRESS:

RR 1 BOX 23B, COALPORT, PA. 15726

LOAN ACCT. NO.:

56-16-0212

ORIGINAL LENDER:

U S BANK

CURRENT LENDER/SERVICER:

U S BANK

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:**  
**RR 1 BOX 23B, COALPORT, PA. IS SERIOUSLY IN DEFAULT because:**

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: DECEMBER 10, 2000, JANUARY 10, 2001, FEBRUARY 10, 2001 and MARCH 10, 2001    **PAYMENTS TOTALING \$739.58**

Other charges (explain/itemize): **LATE FEES TOTALING \$18.04**

**TOTAL AMOUNT PAST DUE: \$757.62.**

B. YOU HAVE FAILED TO MAINTAIN REQUIRED HOMEOWNERS INSURANCE COVERAGE.

**HOW TO CURE THE DEFAULT –** You may cure the default within THIRTY (30) days of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$739.58, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

US BANK  
PO BOX 520  
JOHNSTOWN PA 15907-0520

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: **OBTAIN HOMEOWNER'S INSURANCE**

**IF YOU DO NOT CURE THE DEFAULT** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends TO INSTRUCT ITS ATTORNEYS TO START LEGAL ACTION TO FORECLOSE UPON YOUR MORTGAGED PROPERTY.

**IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) 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 Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately \_\_\_\_\_ months from the date of this Notice. A notice of the actual 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 or action will be by contacting the lender

**HOW TO CONTACT THE LENDER:**

Name of Lender: **U S BANK**

Address: **PO BOX 520, JOHNSTOWN, PA 15907-0520**

Phone Number: **(814) 255-9675**

Fax Number: **(814) 255-9699**

Contact Person: **BRUCE A. MABON AVP / COLL MGR**

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

(See attached appendix C)

## APPENDIX C

### ALLEGHENY COUNTY

Credit Counselors of PA  
401 Wood St., Ste. 906  
Pittsburgh, PA 15222  
(412) 338-9954 or (800) 737-2933  
FAX (412) 338-9963

CCCS of Western Pennsylvania, Inc.  
309 Smithfield St.  
Pittsburgh, PA 15222  
(412) 471-7584

### BEDFORD COUNTY

Bedford Fulton Housing Services  
RR 1 BOX 384  
Everett PA 15537-9549  
(814) 623-9129  
FAX (814) 623-7187

### BLAIR COUNTY

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Rd  
Altoona, PA 16602  
(814) 944-8100  
(814) 944-5747

### CAMBRIA COUNTY

Housing Opportunities of Cambria County  
407 Main St, 2<sup>nd</sup> Floor  
Johnstown, PA 15901  
(814) 535-2445

Keystone Economic Dev. Corp.  
1954 Mary Grace Ln.  
Johnstown, PA 15901-1134  
(814) 535-6556  
FAX (814) 539-1688

### HUNTINGDON COUNTY

Weatherization Office  
917 Mifflin St.  
Huntingdon, PA 16652-1817  
(814) 643-2343

### INDIANA COUNTY

Indiana County Community Action Program  
827 Water St. Box 187  
Indiana, PA 15701-1755  
(724) 465-2657  
FAX (412) 465-5118

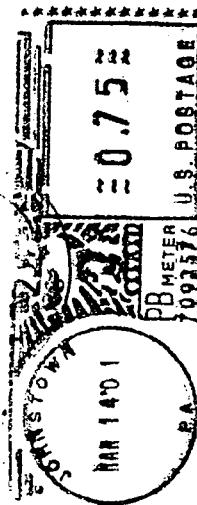
### SOMERSET COUNTY

Tableland Services, Inc.  
535 East Main Street  
Somerset, PA 15501  
(814) 445-9628 Ext 241  
FAX (814) 443-3614  
1-800-452-0148

### WESTMORELAND COUNTY

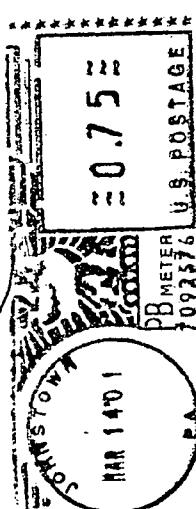
Consumer Credit Counseling of  
Western Pennsylvania Inc.  
1 North Gate Sq.  
2 Garden Center Dr.  
Greensburg, PA 15601-1351  
(724) 838-1290

<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>U. S. BANK</b> <u>216 Franklin Street</u> <u>P. O. Box 520</u> <u>Johnstown, PA 15907-0520</u>	
One piece of ordinary mail addressed to: <u>SHAWN C. GALLAHER</u> <u>1918 SPRING RD.</u> <u>CARLISLE, PA. 17013-1155</u>	



PS Form 3817, Mar. 1989

<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>U. S. BANK</b> <u>216 Franklin Street</u> <u>P. O. Box 520</u> <u>Johnstown, PA 15907-0520</u>	
One piece of ordinary mail addressed to: <u>ELLEN GALLAHER</u> <u>1918 SPRING RD.</u> <u>CARLISLE, PA. 17013-1155</u>	



PS Form 3817, Mar. 1989



Member F.D.I.C.

Equal Housing Lender

Main Office  
216 Franklin Street  
PO Box 520  
Johnstown, PA 15907-0520

Address Service Requested

MOVED  
 ABANDONED  
 UNCLERARING NO  
 NO CLAIMED - NO ADD  
 NO SUICIDE - NO VER EVID  
 INSUFFICIENT STREET REFUSING  
 INSUFFICIENT ADDRESS  
 ADDRESS REFUSED



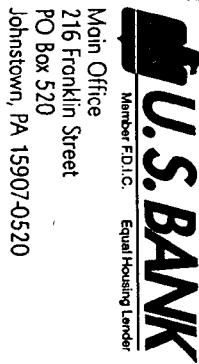
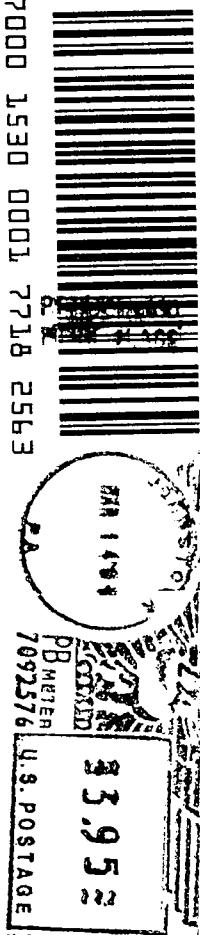
Name Jeff Gallaher  
1st Notice 3/2/00  
2nd Notice 3/2/00  
Return 3/3/00

ELLEN GALLAHER  
1918 SPRING RD  
CASTLE PA 15907

15907-0520

Individually Mailed

U.S. MAIL



Member F.D.I.C.

Equal Housing Lender

Main Office  
216 Franklin Street  
PO Box 520  
Johnstown, PA 15907-0520

Address Service Requested

MOVED  
ABANDONED  
UNCLERARING NO  
NO CLAIMED - NO ADD  
NO SUICIDE - NO VER EVID  
INSUFFICIENT STREET REFUSING  
INSUFFICIENT ADDRESS  
ADDRESS REFUSED

SHAWN GALLAHER  
1918 SPRING RD  
CASTLE PA 15907

Jeff  
1530 0001 7718 2563  
PA  
1530 3.95  
PB METER  
7092576 U.S. POSTAGE  
3/2/00  
1st Notice 3/2/00  
2nd Notice 3/2/00  
Return 3/3/00

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

AMERISERV FINANCIAL, formerly  
US BANK, formerly, UNITED STATES  
NATIONAL BANK IN JOHNSTOWN,  
Plaintiff  
vs.  
SHAWN C. GALLAHER and ELLEN E.  
GALLAHER, husband and wife,  
Defendants

**CIVIL ACTION - LAW**

No. 2001-713-CD  
ACTION IN MORTGAGE  
FORECLOSURE

## FOR SHERIFF'S SALE

TYPE OF DOCUMENT: COMPLAINT

**COUNSEL OF RECORD FOR  
PLAINTIFF:**

DANIEL R. LOVETTE, ESQ.  
360 Stonycreek Street  
Johnstown, PA 15901  
(814) 535-6756  
I.D. No. 18140

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

MAY 2, 2001

### Attest:

23

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly )	
US BANK, formerly, UNITED STATES )	
NATIONAL BANK IN JOHNSTOWN, )	CIVIL ACTION - LAW
Plaintiff )	
vs. )	No. 2001-
)	ACTION IN MORTGAGE
)	FORECLOSURE
SHAWN C. GALLAHER and ELLEN E. )	
GALLAHER, husband and wife, )	
Defendants )	

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any claim in the Complaint 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

*Daniel R. Lovette*

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Daniel R. Lovette, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly	)	
US BANK, formerly, UNITED STATES	)	
NATIONAL BANK IN JOHNSTOWN,	)	CIVIL ACTION - LAW
Plaintiff	)	
vs.	)	No. 2001-
	)	ACTION IN MORTGAGE
	)	FORECLOSURE
SHAWN C. GALLAHER and ELLEN E.	)	
GALLAHER, husband and wife,	)	
Defendants	)	

COMPLAINT

1. Plaintiff is AmeriServ Financial, formerly US Bank, formerly United States National Bank in Johnstown, a state bank organized and operating under the Laws of the Commonwealth of Pennsylvania, regulated by the Federal Reserve and the Pennsylvania Department of Banking, with its principal place and office for business in the City of Johnstown, Cambria County, State of Pennsylvania, with branch banks in several locations.

2. Defendants are Shawn C. Gallaher and Ellen E. Gallaher, whose address is 1918 Spring Street, Carlisle, Cumberland County, Pennsylvania 17013.

3. On May 29, 1997 Defendants executed a Note ("Note"), evidencing their indebtedness to Bank. A copy of said Note is attached hereto as Exhibit "A", and is incorporated herein by reference.

4. In consideration therefore, on May 29, 1997, the Bank loaned Defendants the sum of \$14,406.10.

5. As security for the aforesaid loan, Defendants did, on May 29, 1997, make, execute and deliver a Mortgage to Bank. Said Mortgage was recorded in the

Clearfield County Recorder's Office in Mortgage Book Volume 1845 at page 447. A copy of said mortgage is attached hereto as Exhibit "B" and is incorporated herein by reference.

6. The premises subject to the above mentioned Mortgage ("Mortgaged Premises") is described as follows:

ALL that certain lot or parcel of land situate in the Village of Rosebud, Beccaria Township, Clearfield, County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the corner of Lot #7; then by line of said lot Eastward one hundred fifty (150) feet to a post on Hill Street (formerly Canal Street); then Northward by said street fifty (50) feet to a post on corner of Lot #9; thence by the line of Lot #9 Westward one hundred fifty (150) feet to a post on an alley; then by line of said alley Southward fifty (50) feet to the place of beginning, and being numbered on the Plan of Rosebud as Lot #8.

7. The Mortgage may be a residential mortgage with respect to the Mortgaged Premises as that term is used in the Act of January 30, 1974, P.L. 13, No. 5, as amended, 41 P.S. Section 101, et seq.

8. The Mortgage is in default because the Defendants failed or refused to make payments of principal and interest as required by the terms of the aforesaid Note and Mortgage, in that the Defendants failed to make payments in December, 2000 through April, 2001, and the principal is due, payable, and collectible.

9. Notice has been given to the Defendants pursuant to Section 403 of the act of January 30, 1974, P.L. 13, No. 5, as amended, 41 P.S. Section 403. Copy of said Notice is attached hereto as Exhibit "C", and is incorporated herein by reference.

10. Notice has been given to Defendants as required under the terms of the Homeowner's Emergency Mortgage Foreclosure Assistance Act of 1983, 35 P.S. Section 1680.401c, et seq. Copy of said notice is attached hereto as Exhibit "D", and is

incorporated herein by reference.

11. The following amounts are due and owing as of April, 2001:

- (a) for principal, \$11,485.79;
- (b) for interest, \$313.43;
- (c) for late fees, \$20.54;
- (d) for attorney's commission, \$575.00;
- (e) for satisfaction, \$25.00;
- (f) for per diem rate, \$2.98945; and
- (g) for costs of this action and any execution hereunder

WHEREFORE, AmeriServ Financial, formerly US Bank, formerly United States National Bank in Johnstown, Plaintiff in the above action, demands judgment against Shawn C. Gallaher and Ellen E. Gallaher, Defendants in the above action, in the amount of \$12,419.76, together with additional interest from April, 2001, through the date of entry of judgment and thereafter and costs hereto.

Respectfully submitted,



---

Daniel R. Lovette, Esquire  
Attorney I.D. No. 18140  
360 Stonycreek Street  
Johnstown, PA 15901  
(814) 535-6756

STATE OF PENNSYLVANIA      )  
                                    )      SS:  
COUNTY OF CAMBRIA      )

Before me, the undersigned officer, personally appeared Bruce A. Mabon, who being duly sworn according to law does depose and say that he is the Assistant Vice President/Collection Manager of U.S. Bank, Plaintiff in the foregoing Complaint, that he is authorized to make this Affidavit and that the facts contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

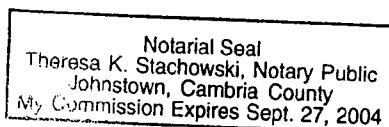
Bruce A. Mabon, AVP  
Bruce A. Mabon, Asst. Vice President  
Collection Manager

Sworn and subscribed

to before me this 9<sup>th</sup>

day of May, 2001.

Theresa K. Stachowski  
Notary Public



## PROMISSORY NOTE

Principal **\$14,405.10**      Loan Date **05-29-1997**      Maturity **05-10-2007**      Loan No. **56-16-0212**      Call **120**      Collateral **RE**      Account **MRRI**      Officer **MRRI**      Initials **LL**

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** **SHAWN C GALLAHER**  
**RR1 BOX 238**  
**COALPORT, PA 16627-9706**

**Lender: UNITED STATES NATIONAL BANK IN JOHNSTOWN  
COALPORT OFFICE  
MAIN STREET  
P.O. BOX 366  
COALPORT, PA 16627-0356**

**Principal Amount: \$14,406.10**

Interest Rate: 9.500%

Date of Note: May 29, 1997

**Principal Amount:** \$14,406.10

**PROMISE TO PAY.** I promise to pay to UNITED STATES NATIONAL BANK IN JOHNSTOWN ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fourteen Thousand Four Hundred Six & 10/100 Dollars (\$14,406.10), together with interest at the rate of 8.500% per annum on the unpaid principal balance from June 3, 1997, until paid in full.

**PAYMENT.** I will pay this loan in 119 payments of \$186.77 each payment and an irregular last payment estimated at \$186.07. My first payment is due July 10, 1997, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 10, 2007, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (365 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, I understand that Lender is entitled to a minimum interest charge of \$25.00. Other than my obligation to pay any minimum interest charge, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$2.50, whichever is less.

**LATE CHARGE.** If a payment is 10 days or more late, I will be charged \$10.00. **DEFECT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the Indebtedness is fully covered by credit life insurance. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of CAMBRIA County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BOB POWERS

(SEAL)

05-29-1997  
Loan No 56-16-0212

PROMISSORY NOTE  
(Continued)

SHAWN C GALLAHER

Signed, acknowledged and delivered in the presence of:

X R. John O'Connell  
Witness

X \_\_\_\_\_  
Witness

Fixed Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [PA-D20 56180212.LN R5a.OVL]

TO KAREN L. STARCK

**REGISTER OF WILLS  
RECORDER OF DEEDS**



## CLERK OF THE ORPHAN'S COURT

Box 361  
Clearfield, Pa. 16830 May 30 1997

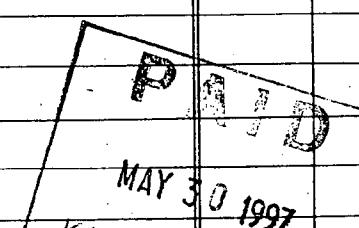
45B

**ATTORNEY**

R N° 113819 T

Please return this bill with remittance for receipt.  
Make all checks payable to Karen L. Starck.

Ch# 1243616

May	Shawn C Gattacher et to U.S. Metal Bank	19 50
1845-447		

The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance.

RECORDATION REQUESTED BY:

UNITED STATES NATIONAL BANK IN JOHNSTOWN  
MAIN STREET  
P.O. BOX 356  
COALPORT, PA 16627-0356

WHEN RECORDED MAIL TO:

UNITED STATES NATIONAL BANK IN JOHNSTOWN  
MAIN STREET  
P.O. BOX 356  
COALPORT, PA 16627-0356

SEND TAX NOTICES TO:

SHAWN C GALLAHER and ELLEN E GALLAHER  
RR1 BOX 23B  
COALPORT, PA 16627-9706

VOL 1845 PAGE 447

0717  
56  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:32 pm 5-30-97  
BY SJS BK  
FEES 19.50  
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED MAY 29, 1997, between SHAWN C GALLAHER and ELLEN E GALLAHER, whose address is RR1 BOX 23B, COALPORT, PA 16627-9706 (referred to below as "Grantor"); and UNITED STATES NATIONAL BANK IN JOHNSTOWN, whose address is MAIN STREET, P.O. BOX 356, COALPORT, PA 16627-0356 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

ALL THAT CERTAIN PROPERTY SITUATED IN BECCARIA TOWNSHIP IN THE STATE OF PENNSYLVANIA AND THE COUNTY OF CLEARFIELD, BEING DESCRIBED AS FOLLOWS: MAP #101-H17-413-75 AND BEING MORE FULLY DESCRIBED IN A DEED DATED 5/10/97 AND RECORDED 5/12/97 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE IN DEED BOOK 1840 PAGES 547. \*

The Real Property or its address is commonly known as RR1 BOX 23B, COALPORT, PA 16627-9706. The Real Property or its address is commonly known as RR1 BOX 23B, COALPORT, PA 16627-9706. In Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation SHAWN C GALLAHER. Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means UNITED STATES NATIONAL BANK IN JOHNSTOWN, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated May 29, 1997, in the original principal amount of \$14,406.10 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, now or hereafter existing, executed in connection with the Indebtedness.

agreements, contracts, documents, whether now or hereafter existing, executed in connection with the immovables. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Property. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage, and Lender and Greater shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree that Grantor's possession and use of the Property shall be

**Rents from the Property.** The Grantor shall receive the rents and profits from the Property and promptly perform all repairs, replacements, and maintenance

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, repairs necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership of interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

payment of the indebtedness, or any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waats.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Grantor shall not use the Real Property without the prior written consent of

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's business and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three

(3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$500.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This policy also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage or foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower. However, the death of any Grantor or Borrower will not be an Event of Default if as a result of the death of Grantor or Borrower the Indebtedness is fully covered by credit life insurance.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or

any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreclosure proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

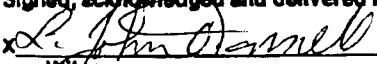
 (SEAL)  
SHAWN C GALLAHER

 (SEAL)  
ELLEN E GALLAHER

Signed, acknowledged and delivered in the presence of:

  
Witness  
   
Witness

Signed, acknowledged and delivered in the presence of:

  
Witness  
   
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, UNITED STATES NATIONAL BANK IN JOHNSTOWN, herein is as follows:  
MAIN STREET, P.O. BOX 356, COALPORT, PA 16627-0356

  
R. John O'Donnell  
Attorney or Agent for Mortgagor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania

COUNTY OF Clearfield

On this, the 29th day of May, 1997, before me Mary E. Weaver, the undersigned Notary Public, personally appeared SHAWN C GALLAHER and ELLEN E GALLAHER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

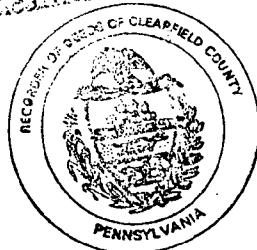
In witness whereof, I, MARY E. WEAVER, Notary Public  
Coalport, Clearfield County, PA  
My Commission Expires Apr. 16, 2001

Mary E. Weaver

Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [PA-G03 56160212.LN R58.OVL]

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



Karen J. Starck

Karen L. Starck  
Recorder of Deeds

Entered of Record May 30 1997 2:32 pm Karen L. Starck, Recorder

ACT 91 NOTICE  
**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

**This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.**

**Specific information about the nature of the default is provided in the attached pages.**

**The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.**

**To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency. (Notice Mailed March 14, 2001) The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).**

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO I OR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	SHAWN C. GALLAHER ELLEN GALLAHER
PROPERTY ADDRESS:	<u>RR 1 BOX 23B, COALPORT, PA. 15726</u>
LOAN ACCT. NO.:	56-16-0212
ORIGINAL LENDER:	<u>U S BANK</u>
CURRENT LENDER/SERVICER:	<u>U S BANK</u>
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM	

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:**  
**RR 1 BOX 23B, COALPORT, PA. IS SERIOUSLY IN DEFAULT because:**

**A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: DECEMBER 10, 2000, JANUARY 10, 2001, FEBRUARY 10, 2001 and MARCH 10, 2001      PAYMENTS TOTALING \$739.58**

Other charges (explain/itemize): **LATE FEES TOTALING \$18.04**

**TOTAL AMOUNT PAST DUE: \$757.62.**

**B. YOU HAVE FAILED TO MAINTAIN REQUIRED HOMEOWNERS INSURANCE COVERAGE.**

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) days of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$739.58, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

US BANK  
PO BOX 520  
JOHNSTOWN PA 15907-0520

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: **OBTAI HOMEOWNER'S INSURANCE**

**IF YOU DO NOT CURE THE DEFAULT** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends TO INSTRUCT ITS ATTORNEYS TO START LEGAL ACTION TO **FORECLOSE UPON YOUR MORTGAGED PROPERTY**.

**IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) 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 Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately \_\_\_\_\_ months from the date of this Notice. A notice of the actual 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 or action will be by contacting the lender

**HOW TO CONTACT THE LENDER:**

Name of Lender: **U S BANK**

Address: **PO BOX 520, JOHNSTOWN, PA 15907-0520**

Phone Number: **(814) 255-9675**

Fax Number: **(814) 255-9699**

Contact Person: **BRUCE A. MABON AVP / COLL MGR**

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

(See attached appendix C)

## APPENDIX C

### ALLEGHENY COUNTY

Credit Counselors of PA  
401 Wood St., Ste. 906  
Pittsburgh, PA 15222  
(412) 338-9954 or (800) 737-2933  
FAX (412) 338-9963

CCCS of Western Pennsylvania, Inc  
309 Smithfield St.  
Pittsburgh, PA 15222  
(412) 471-7584

### BEDFORD COUNTY

Bedford Fulton Housing Services  
RR 1 BOX 384  
Everett PA 15537-9549  
(814) 623-9129  
FAX (814) 623-7187

### BLAIR COUNTY

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Rd  
Altoona, PA 16602  
(814) 944-8100  
(814) 944-5747

### CAMBRIA COUNTY

Housing Opportunities of Cambria County  
407 Main St, 2<sup>nd</sup> Floor  
Johnstown, PA 15901  
(814) 535-2445

Keystone Economic Dev. Corp.  
1954 Mary Grace Ln.  
Johnstown, PA 15901-1134  
(814) 535-6556  
FAX (814) 539-1688

### HUNTINGDON COUNTY

Weatherization Office  
917 Mifflin St.  
Huntingdon, PA 16652-1817  
(814) 643-2343

### INDIANA COUNTY

Indiana County Community Action Program  
827 Water St. Box 187  
Indiana, PA 15701-1755  
(724) 465-2657  
FAX (412) 465-5118

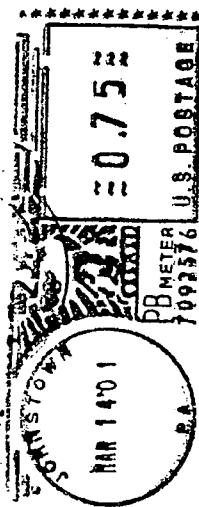
### SOMERSET COUNTY

Tableland Services, Inc.  
535 East Main Street  
Somerset, PA 15501  
(814) 445-9628 Ext 241  
FAX (814) 443-3614  
1-800-452-0148

### WESTMORELAND COUNTY

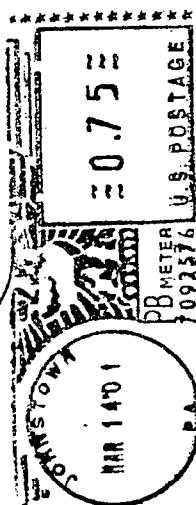
Consumer Credit Counseling of  
Western Pennsylvania Inc.  
1 North Gate Sq.  
2 Garden Center Dr.  
Greensburg, PA 15601-1351  
(724) 838-1290

<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>U. S. BANK</b> <u>216 Franklin Street</u> <u>P. O. Box 520</u> <u>Johnstown, PA 15907-0520</u>	
One piece of ordinary mail addressed to: <u>SHAWN C. GALLAHER</u> <u>1918 SPRING RD.</u> <u>CARLISLE, PA. 17013-1155</u>	



PS Form 3817, Mar. 1989

<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>U. S. BANK</b> <u>216 Franklin Street</u> <u>P. O. Box 520</u> <u>Johnstown, PA 15907-0520</u>	
One piece of ordinary mail addressed to: <u>ELLEN GALLAHER</u> <u>1918 SPRING RD.</u> <u>CARLISLE, PA. 17013-1155</u>	



PS Form 3817, Mar. 1989



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

AMERISERV FINANCIAL, formerly )  
US BANK, formerly, UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN, ) CIVIL ACTION - LAW  
Plaintiff )  
vs. ) No. 01-713-CD  
 ) ACTION IN MORTGAGE  
 ) FORECLOSURE  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants )

TO: **Shawn C. Gallaher and Ellen E. Gallaher**  
**1918 Spring Street**  
**Carlisle, PA 17013**

Date of Notice: June 20, 2001

## **IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

**FILED**

JUN 22 2001

William A. Shaw  
Prothonotary

Daniel R. Lovette, Esq.  
Attorney for Plaintiff  
360 Stonycreek Street  
Johnstown, PA 15901

11, cat. 350  
Daniel R. Lanzke

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly )  
US BANK, formerly, UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN, ) CIVIL ACTION - LAW  
Plaintiff )  
vs. ) No. 01-713-CD  
 ) ACTION IN MORTGAGE  
 ) FORECLOSURE  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants )

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA)

) SS:  
COUNTY OF CAMBRIA )

Before me, the undersigned officer, personally appeared Daniel R. Lovette, known to me, who, being duly sworn according to law does depose and say that on June 20, 2001, he did serve by first class mail, postage prepaid, notice of default upon Shawn C. Gallaher and Ellen E. Gallaher, Defendants, in the above-captioned matter, by mailing a copy of said default notice to them. A Copy of said notice of default and a copy of the certificate of mailing are attached hereto.

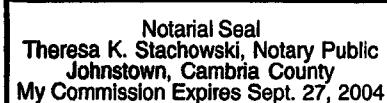
Daniel R. Lovette

Daniel R. Lovette, Esquire  
Attorney for Plaintiff

Sworn and subscribed  
to before me this 20 day

of June, 2001.

Theresa K. Stachowski  
Notary Public



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

Received From:

Daniel R. Lovette  
360 Stonycreek St  
Johnstown PA 15901

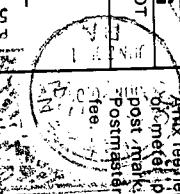
One piece of ordinary mail addressed to:

Shawn C. Gallagher

Ellen E. Gallagher

1418 Spring Street

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



**FILED**

JUN 2 2001

07/13/01

William A. Shaw  
Prothonotary

WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly )  
US BANK, formerly UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN, )  
Plaintiff ) CIVIL ACTION - LAW  
)  
vs. ) No. 01-713-CD  
)  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants )

**PRAECIPE TO ENTER JUDGMENT**

Please enter Judgment in the above-referenced matter in the amount of  
\$12,419.76, together with interest and costs, in favor of Plaintiff and against  
Defendants.

*Daniel R. Lovette*  
\_\_\_\_\_  
Daniel R. Lovette, Esq.  
Attorney for Plaintiff

**FILED**

111 06 2001

William A. Shaw  
Prothonotary

FILED

JUL 11 2001  
MIS 47 Catty Lorette  
William A. Shaw  
Prothonotary  
PR \$20.00

*RE*  
Not. to Dgs.  
Statement to  
Catty

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

Ameriserv Financial  
Plaintiff(s)

No.: 2001-00713-CD

Real Debt: \$12,419.76

Atty's Comm:

Vs.

Costs: \$

Int. From:

Shawn C. Gallaher  
Ellen E. Gallaher  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 6, 2001

Expires: July 6, 2006

Certified from the record this 6th of July, 2001

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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

AMERISERV FINANCIAL, formerly )  
US BANK, formerly UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN, )  
Plaintiff ) CIVIL ACTION - LAW  
vs. ) No. 01-713-CD  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants )

NOTICE

TO: *Shawn C. Gallaher*  
*Ellen E. Gallaher*  
*1918 Spring Street*  
*Carlisle, PA 17013*

NOTICE to you that Judgment has been entered against you by Plaintiff in the amount of \$12,419.76.



\_\_\_\_\_  
Prothonotary of Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly )  
US BANK, formerly UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN, )  
Plaintiff ) CIVIL ACTION - LAW  
)  
vs. ) No. 01-713-CD  
)  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants )

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter.

Amount due:	\$12,419.76
Interest from	\$
(costs to be added)	\$ 100.00

*Daniel R. Lovette*

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Daniel R. Lovette  
Attorney for Plaintiff

**FILED**

JUL 11 2001

William A. Shaw  
Prothonotary

**FILED**

8/11/01  
8/13/01  
William A. Shaw  
Prothonotary

louetta pd \$0.00

bents Shred  
rec

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

**COPY**

Ameriserv Financial, formerly US BANK, formerly  
United States National Bank in Johnstown,

Vs.

NO.: 2001-00713-CD

Shawn C. Gallaher and ,  
Ellen E. Gallaher , husband and wife,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due AMERISERV FINANCIAL, , Plaintiff(s) from SHAWN C. GALLAHER , ELLEN E. GALLAHER , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$12,419.75

PAID: \$120.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/11/2001

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Daniel R. Lovette, Esquire  
360 Stonycreek Street  
Johnstown, PA 15901

\_\_\_\_\_  
Sheriff

**DIRECTIONS TO R.D. 1, BOX 23B, COALPORT, PA.**

Coming from Clearfield, take Rte. 53 South to Coalport.

Go straight past Leyo's I.G.A. Supermarket, (don't turn left!)

Go Over the Bridge. Go Up the Hill.

Take first Left (approx. half way up the hill)

Look for a group of R.D. Mail Boxes lined up on the left side of road.  
You should see one marked "box 23B".

The house is on the right, it's an old, 2-storey house, with white siding.  
(On the side and rear, the upper part of the house still has the old brown imitation  
brick siding). The house is vacant, however there are children's toys scattered  
about the property, and there are white lace curtains in front windows. There is an  
old brown shed at rear of lot.

It is located between two other houses that are newer and in better condition.

Corrected  
9/21/01

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

Ameriserv Financial, formerly US Bank, formerly  
United States National Bank in Johnstown

**COPY**

Vs.

NO.: 2001-00713-CD

Shawn C. Gallaher and Ellen E. Gallaher,  
husband and wife

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due AMERISERV FINANCIAL, Plaintiff(s) from SHAWN C. GALLAHER and ELLEN E. GALLAHER, Defendant(s):

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

AMOUNT DUE: \$12,419.76

PAID: \$120.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/11/2001

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Daniel R. Lovette, Esquire  
360 Stonycreek Street  
Johnstown, PA 15901

---

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly )  
US BANK, formerly UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN ) CIVIL ACTION - LAW  
Plaintiff )  
vs. ) No. 01-713-CD  
 )  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife )  
Defendants )

**AFFIDAVIT OF SERVICE BY MAIL**

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF CAMBRIA ) ss:

Daniel R. Lovette, Esquire, being duly sworn according to law, deposes and says that he mailed a copy of the Notice of Sheriff's Sale of Real Estate in this matter by United States First Class Mail to Defendants, Shawn C. Gallaher and Ellen E. Gallaher, on the 24<sup>th</sup> day of September, 2001.

Shawn C. Gallaher  
Ellen E. Gallaher  
1918 Spring Street  
Carlisle, PA 17013

Daniel R. Lovette

Daniel R. Lovette, Esq.  
Attorney for Plaintiff  
360 Stonycreek Street  
Johnstown, PA 15901  
(814) 535-6756

Sworn to and subscribed  
before me this 24<sup>th</sup> day  
of September, 2001.

Theresa K. Stachowski  
Notary Public

Notarial Seal  
Theresa K. Stachowski, Notary Public  
Johnstown, Cambria County  
My Commission Expires Sept. 27, 2004

**FILED**

OCT 03 2001

William A. Shaw  
Prothonotary

FILED NO CC  
M 1120744  
OCT 03 2007  
2007  
KES

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERISERV FINANCIAL, formerly )  
US BANK, formerly UNITED STATES )  
NATIONAL BANK IN JOHNSTOWN )  
Plaintiff ) CIVIL ACTION - LAW  
vs. ) No. 01-713-CD  
SHAWN C. GALLAHER and ELLEN E. )  
GALLAHER, husband and wife, )  
Defendants )

**AFFIDAVIT OF SERVICE BY MAIL**

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF CAMBRIA ) ss:

Daniel R. Lovette, Esquire, being duly sworn according to law, deposes and says that he mailed a copy of the Notice of Sheriff's Sale of Real Estate in this matter by certified mail, return receipt requested, to all lienholders listed of record, Clearfield County Tax Claim Bureau, and Clearfield Bank and Trust on the 24<sup>th</sup> day of September, 2001. The return receipt signed by the lienholder is evidence of delivery to each of them, and is attached hereto as Exhibit "A".

KAMINSKY, THOMAS, WHARTON & LOVETTE

Daniel R. Lovette  
Daniel R. Lovette, Esq.  
Attorney for Plaintiff  
360 Stonycreek Street  
Johnstown, PA 15901  
(814) 535-6756

Sworn to and subscribed  
before me this 24<sup>th</sup> day  
of September, 2001.

Theresa K. Stachowski  
Notary Public

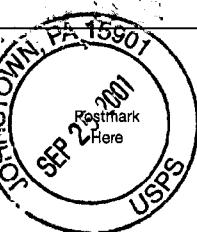
**FILED**  
OCT 03 2001

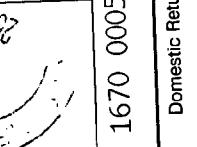
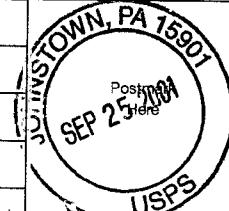
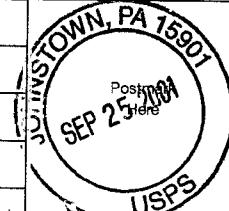
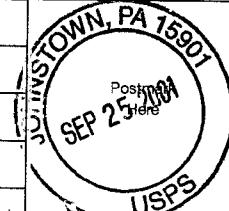
William A. Shaw  
Prothonotary

Notarial Seal  
Theresa K. Stachowski, Notary Public  
Johnstown, Cambria County  
My Commission Expires Sept. 27, 2004

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0005 2723 3126									
Gallagher Postage									
\$ .57									
2.10									
1.50									
<b>\$ 4.17</b>									
<table border="1"> <tr> <td>Certified Fee</td> <td></td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Total Postage &amp; Fees</td> <td><b>\$ 4.17</b></td> </tr> </table>		Certified Fee		Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	<b>\$ 4.17</b>
Certified Fee									
Return Receipt Fee (Endorsement Required)									
Restricted Delivery Fee (Endorsement Required)									
Total Postage & Fees	<b>\$ 4.17</b>								
									
<p>Sent To <b>Clearfield County Tax Claim Bureau</b> Street, Apt. No., or PO Box No. <b>Clearfield County Courthouse</b> City, State, ZIP+4 <b>230 E. Market Street</b> <b>Clearfield, PA 16830</b></p>									
<small>PS Form 3800, May 2000 See Reverse for Instructions</small>									

<b>SENDER: COMPLETE THIS SECTION</b>																											
<p>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.</p>																											
<p>1. Article Addressed to:  Clearfield Bank and Trust 11 N. Second Street, PO Box 171 Clearfield, PA 16830</p>																											
<p>2. Article Number (Transfer from service label)</p>																											
<p>7000 1670 0005 2723 3133</p>																											
<p>PS Form 3811, March 2001</p>																											
																											
<table border="1"> <tr> <td colspan="2">Gallagher Postage</td> </tr> <tr> <td colspan="2">\$ .57</td> </tr> <tr> <td colspan="2">2.10</td> </tr> <tr> <td colspan="2">1.50</td> </tr> <tr> <td colspan="2"><b>\$ 4.17</b></td> </tr> <tr> <td colspan="2"> <table border="1"> <tr> <td>Certified Fee</td> <td></td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Total Postage &amp; Fees</td> <td><b>\$ 4.17</b></td> </tr> </table> </td> </tr> <tr> <td colspan="2">  </td> </tr> <tr> <td colspan="2"> <p>Sent To <b>Clearfield Bank and Trust</b> Street, Apt. No., or PO Box No. <b>11 N. Second Street, PO Box 171</b> City, State, ZIP+4 <b>Clearfield, PA 16830</b></p> </td> </tr> <tr> <td colspan="2"> <small>PS Form 3800, May 2000 See Reverse for Instructions</small> </td> </tr> </table>		Gallagher Postage		\$ .57		2.10		1.50		<b>\$ 4.17</b>		<table border="1"> <tr> <td>Certified Fee</td> <td></td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Total Postage &amp; Fees</td> <td><b>\$ 4.17</b></td> </tr> </table>		Certified Fee		Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	<b>\$ 4.17</b>			<p>Sent To <b>Clearfield Bank and Trust</b> Street, Apt. No., or PO Box No. <b>11 N. Second Street, PO Box 171</b> City, State, ZIP+4 <b>Clearfield, PA 16830</b></p>		<small>PS Form 3800, May 2000 See Reverse for Instructions</small>	
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<small>PS Form 3800, May 2000 See Reverse for Instructions</small>																											

<b>SENDER: COMPLETE THIS SECTION</b>	
<p>COMPLETE THIS SECTION ON DELIVERY</p>	
<p>A. Received by (Please Print Clearly)      B. Date of Delivery <i>John Orr</i>      SEP 27 2001</p>	
<p>C. Signature <b>X John Orr</b></p>	
<p>D. Is delivery address different from item 1? If YES, enter delivery address below: □ Yes      □ No</p>	
<p>E. Is delivery address different from item 1? If YES, enter delivery address below: □ Yes      □ No</p>	
<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered      <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.         </p>	
<p>4. Restricted Delivery? (Extra Fee)      <input type="checkbox"/> Yes</p>	
<p>5. Service Type  <input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered      <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.         </p>	
<p>6. Restricted Delivery? (Extra Fee)      <input type="checkbox"/> Yes</p>	

<p>7000 1670 0005 2723 3126</p>	
<p>Domestic Return Receipt</p>	
<small>PS Form 3811, March 2001</small>	

102595-01-M-1424

FILED

NO  
M 11:20 AM  
OCT 03 2007  
ce  
2007

William A. Shaw  
Prothonotary

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

Ameriserv Financial, formerly US Bank, formerly  
United States National Bank in Johnstown

Vs.

NO.: 2001-00713-CD

Shawn C. Gallaher and Ellen E. Gallaher,  
husband and wife

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due AMERISERV FINANCIAL, Plaintiff(s) from SHAWN C. GALLAHER and ELLEN E. GALLAHER, Defendant(s):

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

AMOUNT DUE: \$12,419.76

INTEREST: \$

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 07/11/2001

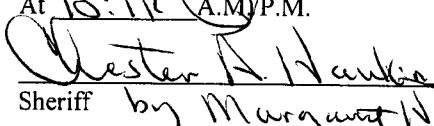
PAID: \$120.00

SHERIFF: \$

OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 12<sup>th</sup> day  
of July A.D. 2001  
At 10:11 A.M./P.M.

  
\_\_\_\_\_  
Chester A. Hawkins  
Sheriff by Margaret N. Putt

Requesting Party: Daniel R. Lovette, Esquire  
360 Stonycreek Street  
Johnstown, PA 15901

**DIRECTIONS TO R.D. 1, BOX 23B, COALPORT, PA.**

**Coming from Clearfield, take Rte. 53 South to Coalport.**

**Go straight past Leyo's I.G.A. Supermarket, (don't turn left!)**

**Go Over the Bridge. Go Up the Hill.**

**Take first Left (approx. half way up the hill)**

**Look for a group of R.D. Mail Boxes lined up on the left side of road.  
You should see one marked "box 23B".**

**The house is on the right, it's an old, 2-storey house, with white siding.  
(On the side and rear, the upper part of the house still has the old brown imitation  
brick siding). The house is vacant, however there are children's toys scattered  
about the property, and there are white lace curtains in front windows. There is an  
old brown shed at rear of lot.**

**It is located between two other houses that are newer and in better condition.**

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

**Sheriff Docket # 11230**

**AMERISERV FINANCIAL ET AL**

**01-713-CC**

**VS.**  
**GALLAHER, SHAWN C.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, OCTOBER 1, 2001, A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, NOVEMBER 16, 2001, AT 10:00 AM.**

**NOW, OCTOBER 1, 2001, SHERIFF DAVID MCKINNEY OF CUMBERLAND COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SHAWN C. GALLAHER AND ELLEN E. GALLAHER, HUSBAND AND WIFE, DEFENDANTS.**

**NOW, OCTOBER 12, 2001, SERVED THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ELLEN GALLAHER, WIFE OF SHAWN C. GALLAHER, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CUMBERLAND COUNTY. THE RETURN OF SHERIFF MCKINNEY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.**

**NOW, OCTOBER 12, 2001, SERVED THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ELLEN GALLAHER, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CUMBERLAND COUNTY. THE RETURN OF SHERIFF MCKINNEY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.**

**NOW, NOVEMBER 16, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE (\$1.00) DOLLAR PLUS COSTS.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11230

AMERISERV FINANCIAL ET AL

01-713-CC

VS.

GALLAHER, SHAWN C.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, NOVEMBER 19, 2001, SENT BILL TO ATTORNEY FOR COSTS DUE ON  
SALE.

NOW, DECEMBER 3, 2001, RECEIVED PLAINTIFF CHECK #232055 IN THE  
AMOUNT OF ONE THOUSAND ONE HUNDRED NINETY-ONE DOLLARS AND  
FIFTY-SEVEN CENTS (\$1,191.57) FOR COSTS DUE ON SALE.

NOW, JANUARY 9, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE  
PLAINTIFF PURCHASING THE PROPERTY FOR ONE (\$1.00) DOLLAR PLUS  
COSTS. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING  
COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$237.48  
SURCHARGE \$ 40.00  
PAID BY PLAINTIFF

---

**FILED**

JAN 09 2002

013:40/ncc  
William A. Shaw  
Prothonotary

Sworn to Before Me This

9th Day Of January 2002

WILLIAM A. SHAW  
Prothonotary

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

So Answers,

*Chester Hawkins*  
by Margaret N. Pitt  
Chester A. Hawkins  
Sheriff



Sheriff's Office  
Clearfield County

CLEARFIELD COUNTY FAX  
(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

AMERISERV FINANCIAL, formerly  
US BANK, formerly UNITED STATES  
NATIONAL BANK IN JOHNSTOWN

VS

SHAWN C. GALLAHER and  
ELLEN E. GALLAHER,  
husband and wife

NO. 01-713-CD

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

**SERVE BY:** OCTOBER 15, 2001

OR

**HEARING DATE:**

\*\*\*\*\*

**SERVE:** SHAWN C. GALLAHER and ELLEN E. GALLAHER

**ADDRESS:** 1918 Spring Street  
Carlisle, PA 17013

\*\*\*\*\*

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 CUMBERLAND County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 1st day of OCTOBER 2001.

CCW

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

MAKE REFUND PAYABLE TO: Attorney

## SHERIFF'S RETURN - REGULAR

CASE NO: 2001-00695 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CUMBERLANDAMERISERV FINANCIAL

VS

GALLAHER SHAWN C ET AL

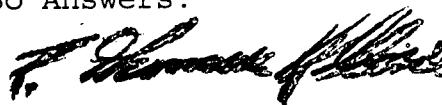
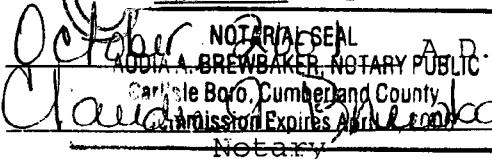
DAVID MCKINNEY \_\_\_\_\_, Sheriff or Deputy Sheriff of  
Cumberland County, Pennsylvania, who being duly sworn according to law,  
says, the within WRIT OF EXECUTION \_\_\_\_\_ was served upon  
GALLAHER SHAWN C \_\_\_\_\_ the  
DEFENDANT \_\_\_\_\_, at 0018:15 HOURS, on the 12th day of October, 2001  
at 1918 SPRING ST \_\_\_\_\_  
CARLISLE, PA 17013 \_\_\_\_\_ by handing to  
ELLEN GALLAHER \_\_\_\_\_  
a true and attested copy of WRIT OF EXECUTION \_\_\_\_\_ together with  
NOTICE OF SHERIFF'S SALE \_\_\_\_\_

and at the same time directing Her attention to the contents thereof.

## Sheriff's Costs:

Docketing	18.00
Service	3.25
Affidavit	2.50
Surcharge	.00
	.00
	23.75

## So Answers:

  
R. Thomas Kline10/15/2001  
KAMINSKY, THOMAS, WHARTONSworn and Subscribed to before  
me this 18th day of  
Notary

By:

  
Deputy Sheriff

## SHERIFF'S RETURN - REGULAR

CASE NO: 2001-00695 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CUMBERLANDAMERISERV FINANCIAL

VS

GALLAHER SHAWN C ET AL

DAVID MCKINNEY, Sheriff or Deputy Sheriff of Cumberland County, Pennsylvania, who being duly sworn according to law, says, the within WRIT OF EXECUTION was served upon GALLAHER ELLEN E the DEFENDANT, at 0018:15 HOURS, on the 12th day of October, 2001 at 1918 SPRING ST CARLISLE, PA 17013 by handing to ELLEN GALLAHER a true and attested copy of WRIT OF EXECUTION together with NOTICE OF SHERIFF'S SALE

and at the same time directing Her attention to the contents thereof.

## Sheriff's Costs:

Docketing	6.00
Service	.00
Affidavit	1.00
Surcharge	.00
	.00
	7.00

## So Answers:

*R. Thomas Kline*  
R. Thomas Kline

10/15/2001  
KAMINSKY, THOMAS, WHARTON

Sworn and Subscribed to before

me this 18th day ofNOTARIAL SEAL  
C. A. BREWER, NOTARY PUBLIC  
Carlisle, PA, Cumberland County

My Commission Expires April 4, 2005

By:

*David M. McKinney*  
Deputy Sheriff

Notary

Check Date: 10/16/2001

\* 34337 \*

Case No. Litigant

Case No.	Litigant	Descriptions	Amt Released	Receipt
01-00695	T GALLAHER SHAWN C	ADVANCE PAYMENT	24.00	271847
01-00695	T GALLAHER SHAWN C	ADVANCE PAYMENT	76.00	271847
01-00695	T GALLAHER SHAWN C	ADVANCE PAYMENT	24.00-	271966
01-00695	T GALLAHER SHAWN C	ADVANCE PAYMENT	3.50-	271966
01-00695	T GALLAHER SHAWN C	ADVANCE PAYMENT	3.25-	271966

Check Amount: 69.25

THIS DOCUMENT HAS A COLORED BACKGROUND AND INVISIBLE FLUORESCENT FIBERS - VIEW UNDER BLACK LIGHT

*OPY*  
**CUMBERLAND COUNTY SHERIFF**  
 COURT HOUSE  
 CARLISLE, PA 17013

 **M&T Bank**
60-295  
313CHECK DATE  
10/16/2001CHECK NUMBER  
34337

PAY THIS AMOUNT

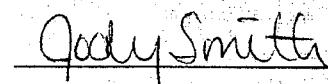
\$69.25

Sixty Nine And 25/100 Dollars

TO THE ORDER OF:

KAMINSKY THOMAS WHARTON  
 AND LOVETTE  
 360 STONEYCREEK ST  
 JOHNSTOWN, PA 15901

NOT VALID AFTER 90 DAYS



01-00695 T

MICRO-PRINT SIGNATURE LINE - MAGNIFY TO VIEW

"00000034337" "031302955" "00002671020374"

WARNING - THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND - NOT A WHITE BACKGROUND



216 Franklin Street  
Johnstown PA 15901

AmeriServ Financial  
Main Office  
Johnstown, PA 15901  
60-106/313

60-106/313

232055

PAY One Thousand One Hundred Ninety One Dollars And 57 Cents

PAY TO THE ORDER OF

SHERIFF OF CLEARFIELD COUNTY  
CLEARFIELD, PA

DATE

November 29, 2001

AMOUNT

\$1,191.57

SECURE FEATURES INCLUDE INVISIBLE FLUORESCENT FIBERS - CHEMICALLY REACTIVE PAPER - VOID FEATURE PANTOGRAPH - ENDORSEMENT BACKER

112055 10313010661

8952566

Ex-11230

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, NOVEMBER 19, 2001, 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 16th day of NOVEMBER 2001, I exposed the within described real estate of SHAWN C. GALLAHER AND ELLEN E. GALLAHER, HUSBAND AND WIFE

to public venue or outcry at which time and place I sold the same to AMERISERV FINANCIAL, FORMERLY US BANK,  
FORMERLY UNITED STATES NATIONAL BANK he/she being the highest bidder, for the sum of \$ 1.00 + COSTS  
and made the following appropriations, viz.: IN JOHNSTOWN

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	18.20
LEVY	15.00
MILEAGE	18.20
POSTING	15.00

CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES / BILLING	\$ 2.00 + 15.00
BILLING - PHONE - FAX	
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 237.48</b>

DEED COSTS:

REGISTER & RECORDER	\$ 16.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>\$ 21.50</b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 12,419.76
INTEREST	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 12,419.76</b>

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	\$ 188.70
LATE CHARGES & FEES	
TAXES-Collector	\$ 259.75
TAXES-Tax Claim	\$ 323.23
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES	
ACKNOWLEDGEMENT	\$ 5.00
DEED COSTS	\$ 16.50
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 237.48
LEGAL JOURNAL AD	\$ 69.75
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00
BCI MUNICIPAL	\$ 443.78
IRVONA MUNICIPAL	\$ 387.38
<b>TOTAL COSTS</b>	<b>\$ 2,191.57</b>

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

Chester A. Hawkins, Sheriff