

OL-177-CD
S & P BANK -vs- THOMAS, LYLE SMITH et al

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

S & T BANK,
vs.
THOMAS LYLE SMITH and IRVIN T.
SMITH, JR.,
Plaintiff,
Defendants.

: No. 01 - 1717 C.D.
:
: Type of Case: MORTGAGE FORECLOSURE
:
: Type of Pleading: COMPLAINT
:
: Filed on Behalf of: S & T BANK, Plaintiff
:
: Counsel of Record for this Party:
:
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
:
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
:
: (814) 371-5800
:
:

FILED

OCT 15 2001

William A. Shaw
Prothonotary

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

| | | |
|--------------------------------|---|---------------------|
| S & T BANK, | : | |
| | : | |
| Plaintiff, | : | No. 01 - _____ C.D. |
| | : | |
| vs. | : | |
| | : | ACTION OF MORTGAGE |
| THOMAS LYLE SMITH and IRVIN T. | : | FORECLOSURE |
| SMITH, JR., | : | |
| | : | |
| Defendants. | : | |

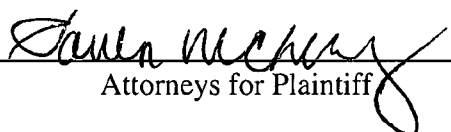
NOTICE

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
2nd & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ex. 50-51

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

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

| | | |
|--------------------------------|---|---------------------|
| S & T BANK, | : | |
| | : | |
| Plaintiff, | : | No. 01 - _____ C.D. |
| | : | |
| vs. | : | |
| | : | ACTION OF MORTGAGE |
| THOMAS LYLE SMITH and IRVIN T. | : | FORECLOSURE |
| SMITH, JR., | : | |
| | : | |
| Defendants. | : | |

COMPLAINT

NOW, comes S & T BANK, Plaintiff, by its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S & T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, P.O. Drawer D, Brockway, Pennsylvania 15824.
2. The Defendant, THOMAS LYLE SMITH, is an individual, who resides at R.R.#1, Penfield, Pennsylvania 15849-9801.
3. The Defendant, IRVIN T. SMITH, JR., is an individual who resides at R.R.#1, Box 53, Tioga, Pennsylvania 16946.
4. The Defendant, THOMAS LYLE SMITH, is the real owner of the premises herein described.

5. On January 26, 1996, THOMAS LYLE SMITH, made, executed and delivered a Mortgage upon premises hereinafter described to S & T BANK, Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1733, Page 352. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

6. On January 26, 1996, Defendant, THOMAS LYLE SMITH, together with Defendant, IRVIN T. SMITH, JR., and his wife, MILDRED C. SMITH, executed a Promissory Note in favor of S & T Bank, Plaintiff, to secure the payment of ONE HUNDRED FIFTEEN THOUSAND TWO HUNDRED DOLLARS (\$115,200.00). A copy of said Promissory Note is attached hereto and made a part hereof as Exhibit "B".

7. That it is believed and therefore averred that the said MILDRED C. SMITH became deceased sometime after the signing of said Promissory Note on January 26, 1996.

8. Said Mortgage and Note have not been assigned.

9. The premises subject to said Mortgage is described in Exhibit "C" attached hereto and made a part hereof and is situate in Sandy Township, Clearfield County, Pennsylvania.

10. That said Mortgage is in default because:

(a) The principal thereof became due and payable on June 26, 2001, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from May 26, 2001, to August 6, 2001, are due and have not been paid and, by the terms of the said

Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

11. The following amounts are due on the Mortgage:

| | |
|--|-----------------|
| (a) Principal | \$108,035.52 |
| (b) Interest from May 26, 2001, to August 6, 2001 | 2,113.35 |
| (c) Late charges and fees | 211.28 |
| (d) Escrow deficiency | 628.71 |
| (e) Attorney's collection fee | <u>2,500.00</u> |
| Total | \$113,488.86 |

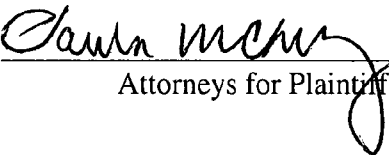
12. That in accordance with Act VI and Act 91, Defendant, THOMAS LYLE SMITH, was served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the Homeowner's Emergency Mortgage Assistance Program, by Combined Notice dated June 5, 2001. Said Combined Notice was sent to Defendant, THOMAS LYLE SMITH, by certified mail, return receipt requested to his last known address of R.R.#1, Penfield, Pennsylvania 15849-9801. A copy of said Combined Notice dated June 5, 2001, was also sent to Defendant, IRVIN T. SMITH, JR., by certified mail, return receipt requested to his last known address of R.R.#1, Box 53, Tioga, Pennsylvania 16946. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "D".

13. That the Promissory Note entered into by Defendant, THOMAS LYLE SMITH, and Defendant, IRVIN T. SMITH, JR., and MILDRED C. SMITH, as Guarantors, and attached

hereto as Exhibit "B", provides for a late charge in an amount of Five Percent (5.000%) of any such overdue payment.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS and EIGHTY-SIX CENTS (\$113,488.86), together with interest from August 6, 2001, at the daily rate of \$20.7191408 and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By  _____
Attorneys for Plaintiff

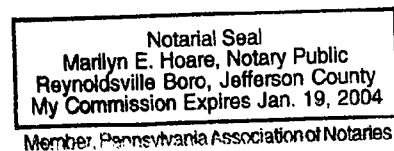
COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF Jefferson :

On this, the 27 day of September, 2001, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who acknowledged himself to be the Vice President of S & T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.

R.C. Berquist, Jr.

Sworn to and subscribed before me this 27 day of September, 2001.

Marilyn E. Hoare
Notary Public
My commission expires: Jan 2004



RECORDATION REQUESTED BY:

S & T BANK
614 Liberty Boulevard
DuBois, PA 15801

WHEN RECORDED MAIL TO:

S&T BANK
ATTN: _____
PO BOX 190
INDIANA, PA 15701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MORTGAGE
THIS IS A PURCHASE MONEY MORTGAGE

THIS MORTGAGE IS DATED JANUARY 26, 1996, between Thomas Lyle Smith, whose address is 1036 Perkiomenville Road, Perkiomenville, PA 18074 (referred to below as "Grantor"); and S & T BANK, whose address is 614 Liberty Boulevard, DuBois, PA 15801 (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 anywise 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"):

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN. FURTHER REFERENCE PRIOR DEED, DEED BOOK 1660, PAGE 142

The Real Property or its address is commonly known as RD #1 (Parcel # 128-83-99), Penfield, PA 15849.

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 Thomas Lyle Smith, Irvin T. Smith, Jr. and Mildred C. Smith.

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, fixtures, 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 S & T BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Grantor to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

Note. The word "Note" means the promissory note or credit agreement dated January 26, 1996, in the original principal amount of \$115,200.00 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. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned

Exhibit "A"

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, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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 and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) 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 Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable 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, 49 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.

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.

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 interests 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, 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. 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 fifteen (15) 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, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. 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 charged under 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 Mortgage 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.

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 award shall mean the award after payment of all actual costs, expenses, and 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, refilled, 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 as a financing statement 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 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.

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.

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 forfeiture.

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; with or without taking possession of the Property, to 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 waives 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, 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.

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

ACKNOWLEDGMENT:

GRANTOR: Thomas Lyle Smith (SEN.)

Signed, acknowledged and delivered in the presence of:

William H. Smith Witness
William H. Smith Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, S & T BANK, herein is as follows:

614 Liberty Boulevard, Dubois, PA 15801

Attorney or Agent for Mortgagee

William H. Smith

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)

) ss

COUNTY OF Clearfield)

On this, the 26th day of January, 1996, before me David J. Hopkins, the undersigned Notary Public, personally appeared Thomas Lyle Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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


Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b (c) 1988 CFI ProServices, Inc. All rights reserved. [PA-G03 E3.20 F3.20 P3.20 SMITH LNR2.0VM]

NOTARIAL SEAL
DAVID J. HOPKINS, Notary Public
Clearfield County
Commission Expires March 1, 1999

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





Karen L. Starck
Recorder of Deeds

1/29/96
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:34 P.M.
BY David Hopkins
FEES \$1.50
Karen L. Starck, Recorder

ALL that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail being in the cartway for Township Road No. 408, and being a common corner of lands now or formerly of Ira and Eleanor Sherwood and of Regis and Louise Maloney, Sr., and also being the Northeast corner of the herein described parcel; thence South 8° 51' West along lands now or formerly of Regis and Louise Maloney, Sr., a distance of 710.51 feet to a P.K. nail set by said survey, said nail being the Southeast corner of the herein described parcel; thence, South 84° 29' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said survey; thence South 66° 40' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 497.12 feet to a P.K. nail set by said survey; thence South 81° 35' West along lands now or formerly of Lyle and Iris Bundy a distance of 260.77 feet to a P.K. nail set by said survey; thence North 84° 36' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by said survey, said nail being the Southwest corner of the herein described parcel; thence North 6° 30' East along lands now or formerly of Green Glen Corporation a distance of 827.28 feet to a one inch iron pipe set by said survey; thence South 79° 28' East along lands now or formerly of Green Glen Corporation a distance of 394.28 feet to a one inch iron pipe set by said survey; thence North 22° 47' East along lands now or formerly of Green Glen Corporation a distance of 285.59 feet to a one inch iron pipe set by said survey; said iron pipe being the Southwest corner of the lands of Fabian and Sandra Baccelli; thence South 66° 8' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 414.87 feet to a one inch iron pipe set by said survey, said pipe being the Southeast corner of the lands of Fabian and Sandra Baccelli; thence North 34° 10' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 149.53 feet to a one inch iron pipe set by said survey; thence South 55° 50' East a distance of 253.65 feet to a one inch iron pipe set by said survey; thence North 44° 23' East a distance of 177.75 feet to a one inch iron pipe set by said survey; thence North 18° 00' East a distance of 100.00 feet to a P.K. nail set by said survey, said nail being in the Northern portion of the cartway for Township Road No. 408; thence South 72° 00' East along lands now or formerly of Stephen and Christina Newell a distance of 93.00 feet to a P.K. nail set by said survey, said nail being in the Northern cartway for Township Road No. 408; thence South 67° 40' East along lands now or formerly of Stephen and Christina Newell and lands now or formerly of Ira and Eleanor Sherwood, a distance of 181.50 feet to a P.K. nail set by said survey, said nail being in the cartway for Township Road No. 408, and being the Northeast corner of the herein described parcel, the point of beginning. Containing 32.35 acres, and being subject to utility easements that may be of record.

BEING the same premises conveyed to the Grantor herein by Deed of Douglas S. Good, et ux., dated the 30th day of January, 1995, as recorded in Deed Book Volume 1660, Page 142.

EXCEPTING from the above conveyance 10.48 acres as conveyed by Douglas S. Good and Jane A. Good by Deed dated the 25th day of January, 1995, to Martin R. Maloney and Michael J. Maloney which appears of record.



PROMISSORY NOTE

| Principal | Loan Date | Maturity | Loan No | Call | Collateral | Account | Officer | Initials |
|--------------|------------|------------|---------|------|------------|------------|---------|----------|
| \$115,200.00 | 01-26-1996 | 01-26-2026 | 00001 | | 50 | 1000161701 | 715 | |

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: Thomas Lyle Smith, Irvin T. Smith, Jr. and Mildred C. Smith
1036 Perkiomenville Road
Perkiomenville, PA 18074

Lender: S & T BANK
DuBois Regional Office
614 Liberty Boulevard
DuBois, PA 15801

Principal Amount: \$115,200.00

Date of Note: January 26, 1996

PROMISE TO PAY. I promise to pay to S & T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Fifteen Thousand Two Hundred & 00/100 Dollars (\$115,200.00), together with interest on the unpaid principal balance from January 26, 1996, until paid in full. The interest rate will not increase above 13.000%.

PAYMENT. Subject to any payment changes resulting from changes in the Index, I will pay this loan in accordance with the following payment schedule:

36 consecutive monthly principal and interest payments in the initial amount of \$766.43 each, beginning February 26, 1996, with interest calculated on the unpaid principal balances at an interest rate of 1.500 percentage points over the Index described below; and 324 consecutive monthly principal and interest payments in the initial amount of \$840.49 each, beginning February 26, 1999, with interest calculated on the unpaid principal balances at an interest rate of 2.500 percentage points over the Index described below. My final payment will be due on January 26, 2026 and, will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. 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.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (3) Three Years (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to me. Lender will tell me the current Index rate upon my request. I understand that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 36 months. The Index currently is 5.420% per annum. The interest rate on this Note will be based on the Index value plus a margin, rounded to the nearest .250 percent. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates: **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.500% per annum or more than the lesser of 13.000% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 2.500 percentage points. Unless waived by Lender, any increase in the interest rate will increase the amount of my payments.

PREPAYMENT. 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. Except for the foregoing, 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.

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. (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 of 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 interest rate applicable to this Note at the time judgment is entered. **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 Clearfield 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, Keogh, and trust accounts. 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, and, at Lender's

Exhibit "B"

option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided on this paragraph.

COLLATERAL. This Note is secured by a Mortgage dated January 26, 1996, 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; and take any other action deemed necessary by Lender without the consent of or notice to anyone. 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. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS AND THE NOTICE TO COSIGNER SET FORTH BELOW. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

X Thomas Lyle Smith
(SEAL)

X Irvin T. Smith, Jr.
(SEAL)

X Mildred C. Smith
(SEAL)

Signed, acknowledged and delivered in the presence of:

X Steven M. Smith
Witness
X Steven M. Smith
Witness

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The lender can collect this debt from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

ALL that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail being in the cartway for Township Road No. 408, and being a common corner of lands now or formerly of Ira and Eleanora Sherwood and of Regis and Louise Maloney, Sr., and also being the Northeast corner of the herein described parcel; thence South 8° 51' West along lands now or formerly of Regis and Louise Maloney, Sr., a distance of 710.51 feet to a P.K. nail set by said survey, said nail being the Southeast corner of the herein described parcel; thence, South 84° 29' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said survey; thence South 66° 40' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 497.12 feet to a P.K. nail set by said survey; thence South 81° 35' West along lands now or formerly of Lyle and Iris Bundy a distance of 260.77 feet to a P.K. nail set by said survey; thence North 84° 36' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by said survey, said nail being the Southwest corner of the herein described parcel; thence North 6° 30' East along lands now or formerly of Green Glen Corporation a distance of 827.28 feet to a one inch iron pipe set by said survey; thence South 79° 28' East along lands now or formerly of Green Glen Corporation a distance of 394.28 feet to a one inch iron pipe set by said survey; thence North 22° 47' East along lands now or formerly of Green Glen Corporation a distance of 285.59 feet to a one inch iron pipe set by said survey; said iron pipe being the Southwest corner of the lands of Fabian and Sandra Baccelli; thence South 66° 8' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 414.87 feet to a one inch iron pipe set by said survey, said pipe being the Southeast corner of the lands of Fabian and Sandra Baccelli; thence North 34° 10' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 149.53 feet to a one inch iron pipe set by said survey; thence South 55° 50' East a distance of 253.65 feet to a one inch iron pipe set by said survey; thence North 44° 23' East a distance of 177.75 feet to a one inch iron pipe set by said survey; thence North 18° 00' East a distance of 100.00 feet to a P.K. nail set by said survey, said nail being in the Northern portion of the cartway for Township Road No. 408; thence South 72° 00' East along lands now or formerly of Stephen and Christina Newell a distance of 93.00 feet to a P.K. nail set by said survey, said nail being in the Northern cartway for Township Road No. 408; thence South 67° 40' East along lands now or formerly of Stephen and Christina Newell and lands now or formerly of Ira and Eleanora Sherwood, a distance of 181.50 feet to a P.K. nail set by said survey, said nail being in the cartway for Township Road No. 408, and being the Northeast corner of the herein described parcel, the point of beginning. Containing 32.35 acres, and being subject to utility easements that may be of record.

EXCEPTING from the above conveyance 10.48 acres as conveyed by Douglas S. Good and Jane A. Good by Deed dated the 25th day of January, 1995, to Martin R. Maloney and Michael J. Maloney which appears of record.

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and S&T BANK intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM

may be able to help 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.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

If you need more information call the
PENNSYLVANIA HOUSING FINANCE AGENCY
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 POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130
FAX 814-268-1125

June 5, 2001

THOMAS LYLE SMITH
RR 1
PENFIELD PA 15849-9801

RE: Mortgage Loan. #368-01000161701 Note number 00001

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.

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.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

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 S & T Bank, you have the right to apply for financial assistance from the Homeowner's 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.

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

The MORTGAGE held by S & T Bank on your property located in Sandy Township, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$976.00 each for the months of April and May, 2001 for a total of \$1,952.00). Late charges (and other costs) have also accrued to date in the amount of \$172.96. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$2,124.96**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, 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:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT. This means that the entire outstanding balance of this debit 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, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank 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 attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, 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.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the THIRTY (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 S & T Bank 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.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 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 is required or action will be by contacting a representative from S & T Bank at:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824
Phone: 814-268-1130 Fax: 814-268-1126

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 S & T Bank at any time.

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

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

Very truly yours,



Carolyn M. Kurtz
Resource Recovery Officer

CMK/amb
Enclosure

CC: Irvin T. Smith
RR 1 Box 53
Tioga PA 16946

CLEARFIELD COUNTY

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax: (814) 539-1688

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax: (724) 465-5118

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

CCCS of Northeastern PA
1631 S. Atherton Street, Suite 100
State College, PA 16801
(814) 238-3668
Fax: (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

CIVIL ACTION

Plaintiff,

VS.

Defendants.

Action of Mortgage C.D. Foreclosure

COMPLAINANT

To The Within Defendants:

YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN COMPLAINT WITHIN
TWENTY (20) DAYS FROM THE DATE OF
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

Attorneys for Plaintiff

LAW OFFICES

GLEASON, CHERRY & CHERRY, L.L.P.


P. O. Box 505

Du Bois, Pennsylvania 15801-0505

ONE NORTH FRANKLIN STREET

FILED

OCT 15 2001


 OCT 15 2001
 10:47 a.m.

William A. Shaw
Secretary

Cheng
PO 680.00

acc atty

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11649

S&T BANK

01-1717-CD

VS.

SMITH, THOMAS LYLE and IRVIN T. SMITH JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 18, 2001 AT 9:40 AM EST SERVED THE WITHIN COMPLAINT ACTION OF MORTGAGE FORECLOSURE ON THOMAS LYLE SMITH, DEFENDANT AT RESIDENCE, RD#1, GOAT ROAD, APPALOOSA ACRES, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EILEEN SMITH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION OF MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SHULTZ

NOW OCTOBER 16, 2001, JOHN PERRY, SHERIFF OF TIOGA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ACTION OF MORTGAGE FORECLOSURE ON IRVIN T. SMITH JR., DEFENDANT.

NOW OCTOBER 22, 2001 SERVED THE WITHIN COMPLAINT ACTION OF MORTGAGE FORECLOSURE ON IRVIN T. SMITH JR., DEFENDANT BY DEPUTIZING THE SHERIFF OF TIOGA COUNTY. THE RETURN OF SHERIFF PERRY IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

| Cost | Description |
|--------------|------------------------------|
| 33.34 | SHFF. HAWKINS PAID BY: ATTY. |
| 33.62 | SHFF. PERRY PAID BY: ATTY. |
| 20.00 | SURCHARGE PAID BY: ATTY. |
| <u>86.96</u> | |

FILED

010005201
DEC 12 2001

William A. Shaw
Prothonotary



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11649

S&T BANK

01-1717-CD

VS.

SMITH, THOMAS LYLE and IRVIN T. SMITH JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

Sworn to Before Me This

12th Day Of December 2001



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

So Answers,



Chester A. Hawkins
Sheriff

TIOGA COUNTY SHERIFF'S OFFICE

Office Phone:
570-724-3491

JOHN L. PERRY, SHERIFF
116 MAIN STREET
WELLSBORO, PENNSYLVANIA 16901

Prison Phone:
570-724-5911

EDWARD S. MCCABE
Chief Deputy

BRUCE CAHILLY
Solicitor

SHERIFF'S RETURN

P - 421-01

S & T BANK

No: 01-1717 C.D. CLEARFIELD CO.

PLAINTIFF

VS

Writ: NOTICE; COMPLAINT

IRVIN T. SMITH, JR.

DEFENDANT

NOW, October 22 , 2001 at 4:05 PM served the within

NOTICE; COMPLAINT

upon IRVIN T. SMITH, JR.

at RR 1, BOX 53, TIOGA, TIOGA TWP., TIOGA CO., PA

by handing to HIM PERSONALLY

a true and attested copy of the original NOTICE; COMPLAINT

and made known to HIM the contents thereof.

So answers,

Sheriff _____

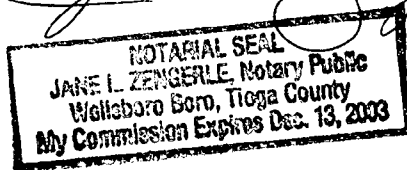
Edward S. McCabe
Deputy Sheriff

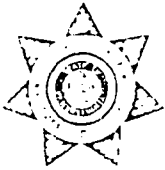
Sworn and Subscribed before me

this 25th day of

October 2001

Jane L. Zengerle





CHESTER A. HAWKINS
SHERIFF

P-421-01

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765- 5915

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

S&T BANK

TERM & NO. 01-1717-CD

VS

SERVE BY: 11/14/01

OR

THOMAS LYLE SMITH a1

HEARING DATE:

DOCUMENT TO BE SERVED:

COMPLAINT ACTION IN MORTGAGE FORECLOSURE

MAKE REFUND PAYABLE TO: PLEASE SEND BILL FOR YOUR COSTS

SERVE: IRVIN T. SMITH JR.


ADDRESS: RR#1 Box 53, Tioga, Pa.16946

.....

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 TIOGA County Pennsylvania to execute this writ.

This Deputation being made at the request and risk of the Plaintiff this 16th day of OCTOBER 2001.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

| | | | | |
|-------------------------|----------------------|----------|-------------------|----------------|
| 3157 | William Henry Cherry | 11-26-01 | \$3.42 | Q3 |
| RECEIPT OR CHECK NO. | RECEIVED FROM | DATE | RECEIPT AMOUNT | RECEIVED BY |

Adv. Fee
Oct 6739

JOHN L. PERRY
SHERIFF of TIOGA COUNTY
COURT HOUSE
116 MAIN STREET
WELLSBORO, PENNSYLVANIA 16901

No 3157

De. Smith, Jr.

RETAIN THIS RECEIPT
FOR YOUR RECORDS

CR-S01C

SIGNATURE

TIOGA COUNTY SHERIFF'S OFFICE

Office Phone: JOHN L. PERRY, SHERIFF
570-724-3491 116 MAIN STREET
WELLSBORO, PENNSYLVANIA 16901

Prison Phone:
570-724-5911

EDWARD S. MCCABE
Chief Deputy

11/26/2001

BRUCE CAHILLY
Solicitor

SHERIFF'S STATEMENT OF COSTS

P - 421-01

CHESTER A. HAWKINS, SHERIFF
COURTHOUSE SUITE 116
1 NORTH SECOND STREET
CLEARFIELD PA 16830

S & T BANK

No: 01-1717 C.D. CLEARFIELD CO.

PLAINTIFF

VS

Writ: NOTICE; COMPLAINT

IRVIN T. SMITH, JR.

DEFENDANT(S)

| DATE | DESCRIPTION | DISBURSED | RECEIVED |
|------------|-------------------------------------|-----------|----------|
| 10/18/2001 | ADVFEED PD | | 0.00 S |
| 10/18/2001 | BILL SHERIFF OF CLEARFIELD CO | 0.00 | |
| 10/18/2001 | DEPUTIZE FROM CLEARFIELD CO SHERIFF | 0.00 | |
| 10/18/2001 | DOCKET | 9.00 | |
| 10/22/2001 | TRAVEL | 13.12 | |
| 10/22/2001 | SERVICE | 9.00 | |
| 10/22/2001 | NOTARY | 2.50 | |
| 10/24/2001 | BILLED-CLEARFIELD CO SHERIFF | 0.00 | |
| 11/26/2001 | ADVFEED PD | | 33.62 A |
| | | ===== | ===== |
| TOTALS: | | 33.62 | 33.62 |

CHARGES EQUAL ADVANCE FEES. NO REFUNDS OR ADDITIONAL
ADVANCE FEES DUE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S & T BANK,

CIVIL ACTION - LAW

Plaintiff,

CASE NO: 1717 CD 2001

V.

SUGGESTION OF BANKRUPTCY

THOMAS LYLE SMITH and
IRVIN T. SMITH,

Filed on Behalf of :
DEFENDANT

Defendants.

(Paw)
FILED

m/q: 08/24
MAR 29 2005

no CC
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
S & T BANK,

CIVIL ACTION - LAW

Plaintiff,

CASE NO: 1717 CD 2001

V.

THOMAS LYLE SMITH and
IRVIN T. SMITH,

Defendants.

SUGGESTION OF BANKRUPTCY

AND NOW, comes the Defendant, Thomas Lyle Smith, by and through his attorney, Joseph H. Ellermeyer, and respectfully represents and would show this Court:

1. The Defendant has filed a Chapter 13 petition for relief under Title 11, United States Code, in the United States Bankruptcy Court for the Western District of Pennsylvania which bears the Case No. 05 - 704098.

2. Relief was ordered on March 3, 2005.

3. This action is founded on a claim from which a discharge would be a release or that seeks to impose a charge on the property of the estate.

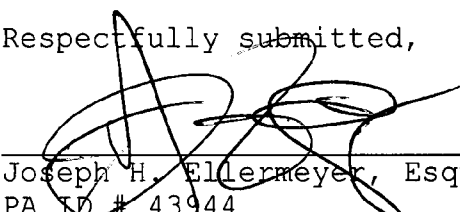
4. This is for informational purposes only and does not constitute a notice of appearance by the undersigned.

WHEREFORE, the Defendant suggests that this action has been stayed by the operation of 11 U.S.C. Section 362.

Respectfully submitted,

Date

3-23-05


Joseph H. Ellermeyer, Esquire
PA ID # 43944
379 Main Street
Brookville, PA 15825
814/849-6701

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
S & T BANK,

CIVIL ACTION - LAW

Plaintiff,

CASE NO: 1717 CD 2001

V.

THOMAS LYLE SMITH and
IRVIN T. SMITH,

Defendants.

CERTIFICATE OF SERVICE

I, Joseph H. Ellermeyer, Esquire, do hereby certify that a true and correct copy of the within Suggestion of Bankruptcy was served via first class mail, postage prepaid, addressed as follows:

Paula M. Cherry, Esquire
Gleason, Cherry & Cherry, LLP
One North Franklin Street
P.O. Box 505
DuBois, PA 15801

Dated: March 23, 2005



Joseph H. Ellermeyer
Attorney at Law