

02-356-CD  
FIRST COMMONWEALTH BANK -vs- ROBERT D. HOLLAND et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a  
NATIONAL BANK OF THE  
COMMONWEALTH,

Plaintiff,

vs.

ROBERT D. HOLLAND,  
CHESTNUT RIDGE COAL CORPORATION  
and THE UNITED STATES OF AMERICA,

Defendants.

CIVIL DIVISION

Case No. 02-356-CD

COMPLAINT IN MORTGAGE  
FORECLOSURE

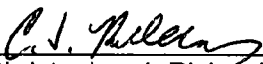
Filed on behalf of FIRST COMMONWEALTH  
BANK, f/k/a NATIONAL BANK OF THE  
COMMONWEALTH, Plaintiff

Counsel of record for this party:

Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

I hereby verify that the property to be  
foreclosed upon is:

R.R. #1, Bloom Township  
Grampian, Pennsylvania 16838  
Tax Parcel I.D. No. 104-E7-12 and  
104-E7-13

  
\_\_\_\_\_  
Christopher J. Richardson, Esquire  
Brett A. Solomon, Esquire  
Attorneys for Plaintiff

**FILED**

MAR 11 2002  
m 19.201 atty Richardson  
William A. Shaw pd \$80.00  
Prothonotary  
3cc Sherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a NATIONAL BANK OF THE  
COMMONWEALTH,

Plaintiff,

vs.

ROBERT D. HOLLAND,  
CHESTNUT RIDGE COAL CORPORATION)  
and THE UNITED STATES OF AMERICA, )

Defendants. )

) CIVIL DIVISION

) No. \_\_\_\_\_

**IMPORTANT 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, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Pennsylvania Lawyer Referral Service  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a NATIONAL BANK OF THE	)	
COMMONWEALTH,	)	
	)	No. _____
Plaintiff,	)	
	)	
vs.	)	
	)	
ROBERT D. HOLLAND,	)	
CHESTNUT RIDGE COAL CORPORATION)	)	
and THE UNITED STATES OF AMERICA,	)	
	)	
Defendants.	)	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, First Commonwealth Bank, f/k/a National Bank of the Commonwealth, by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, First Commonwealth Bank, f/k/a National Bank of the Commonwealth (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.

2. Defendant, Robert D. Holland ("Mortgagor"), is an adult individual whose last known address is 312 Filbert Street, Curwensville, Pennsylvania 16833.

3. Defendant, Chestnut Ridge Coal Corporation, is a corporation with a business address of R.D. #1, Box 406, Curwensville, Pennsylvania 16833.

4. Defendant, The United States of America, with an address of c/o U.S. Attorney, 633 U.S. Post Office and Courthouse, Grant Street, Pittsburgh, Pennsylvania 15219, is a defendant herein by reason of a federal tax lien against Defendant, Robert D. Holland, filed

on October 21, 1996 at No. 4386. Hereinafter, Robert D. Holland, Chestnut Ridge Coal Corporation and The United States of America will collectively be referred to as "Defendants".

5. On or about May 24, 1995, Holland Tree Services, Inc. ("Borrower") executed and delivered a Credit Card Line of Credit Agreement ("Note") to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$25,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

6. On or about May 24, 1995, Defendant, Robert D. Holland ("Mortgagor"), executed a Commercial Guaranty ("Guaranty") whereby Mortgagor unconditionally guaranteed and became surety for Borrower's obligations under the Note. A true and correct copy of the Guaranty is attached hereto as Exhibit "B" and incorporated herein.

7. The obligations evidenced by the Note and Guaranty are secured by an Open-End Mortgage dated May 24, 1995 ("Mortgage") given by Mortgagor to the Bank, granting the Bank a security interest in certain real property located in the Township of Bloom, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") in Mortgage Book Volume 1682, page 209. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "C" and incorporated herein.

8. The Borrower and Guarantor are in default of the provisions of the Note and the Mortgage for failure to make payments when due.

9. Defendant, Chestnut Ridge Coal Corporation, is the real and record owner of the Premises by virtue of a deed dated September 1, 1995 and recorded in the Clearfield County Recorder of Deeds Office at Deed Book Volume 1701, page 479, and a deed

dated September 1, 1995 and recorded in the Clearfield County Recorder of Deeds Office at Deed Book Volume 1701, page 483.

10. There has been no assignment, release or transfer of the Note, Guaranty or the Mortgage.

11. Notices pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 -- Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) were not required because the Mortgage is not a "Residential Mortgage" as defined by Act 6, and the Premises is not "owner occupied" as required by Act 91.

12. The amount due Bank under the Note and Mortgage as of October 19, 2001 is as follows:

Principal.....	\$ 9,776.81
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
TOTAL.....	\$ 9,776.81


13. The total amount now due to the Bank under the Note and Mortgage as of October 19, 2001 was Nine Thousand Seven Hundred Seventy-Six and 81/100 Dollars (\$9,776.81) plus interest accruing from October 19, 2001 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Nine Thousand Seven Hundred Seventy-Six and 81/100 Dollars (\$9,776.81), plus continuing

[Remainder of page intentionally left blank.]

interest at the contract rate from October 19, 2001, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank  
f/k/a National Bank of the Commonwealth,  
Plaintiff

168400.1:BF  
11555-102638

This agreement contains the terms and conditions of the credit card account issued by National Bank of the Commonwealth to the business entity on whose behalf the credit card account is opened. In this agreement the words "I", "me", and "my" mean the business entity and "cardholder" means the individuals designated by me, from time to time, to whom you will issue credit cards for business use under this agreement. "You" and "your" mean National Bank of the Commonwealth. The word "Card(s)" means my MasterCard.

I have furnished credit information to you and requested that you establish MasterCard Account for certain cardholders. You have approved my application and have advised me of the total credit limit for all Accounts authorized by me and the credit limit for each cardholder. Each Cardholder who is issued a Card pursuant to this Agreement will be given a separate Account number and a separate Account (the "Account"). I will be billed separately for each Account. Each Account shall be subject to the terms and conditions of this Agreement.

#### How it Works

Each Cardholder can use the Card to make purchases of goods and services from merchants that accept MasterCard.

Each Cardholder can also use the card to obtain Cash Advances ("Advances"). Cash Advances are loans from you to me, and can be obtained in any of the following forms.

1. Cash Advances obtained from financial institutions, automatic teller machines, or others through use of the card.
2. Check Advances obtained through using special checks ("MasterCard checks") to access my Account. Such checks may not be used to pay my bill with you.

You may, but need not, extend credit for Purchases and/or make Advances in a total amount that would exceed a credit limit. You may increase or decrease credit limits at any time. You have no responsibility for the failure of any machine, merchant, or any other party to honor any Cardholder's Card or Check. You have no duty to inquire into the purpose or disposition of any Purchase and/or Advance made by any Cardholder, that is, to determine whether any Purchase or Advance is to be used for or applied to the Cardholders personal benefit.

#### Promise to Pay

I authorize you to charge the Account for all such Purchases and Advances and agree to pay you the total amount of all such Purchases and Advances and any other charge imposed on any Account pursuant to the terms of the Agreement. I agree to be liable even if the Cardholder has used the card in a manner or for a purpose not authorized by me.

#### Credit Limit

The credit limit will appear on my billing statement. You do not have to honor any Purchase or Advance which would cause the Account to exceed its credit limit. Every time a Purchase or Advance is made, you will deduct the amount from my credit limit. After making a payment, the available credit will go up again.

#### Monthly Statements

Each month you will send me a billing statement(s) detailing the activity in my Account(s). The statement will show my minimum payment and its due date.

#### Variable Rate Finance Charge

The FINANCE CHARGE will consist of interest computed at a variable monthly periodic rate. The ANNUAL PERCENTAGE RATE will be equivalent to the National Bank of the Commonwealth Prime Rate (Prime Rate) of interest plus \_\_\_\_\_ percentage points. The National Bank of the Commonwealth prime rate of interest is a fluctuating rate as established by the Bank from time to time and not necessarily the lowest rate of interest charged by the Bank to commercial borrowers. The ANNUAL PERCENTAGE RATE will change monthly whenever there is a change in the PRIME RATE. The new rate may be more or less than the rate on the prior billing cycle and will be in effect for the entire current billing period. If there is no change in the Prime Rate then the rate on the prior billing cycle will remain in effect.

The Annual Percentage Rate will not be less than 7% for purchases or cash advances as described in the disclosure.

#### Finance Charges on Purchases

I will pay you a FINANCE CHARGE on the daily balances of my Purchases. New Purchases do not become a part of my daily balances, and no FINANCE CHARGE will be charged on them, if I pay them off in full within 25 days of the date of the first billing statement on which they appear. If I do not pay them off in full within that time, they will be added to my daily balances as of the dates they were posted to my account and a FINANCE CHARGE will be charged on them from the date of posting.

The FINANCE CHARGE on my Purchases is figured by multiplying the applicable monthly rate by the "average daily balance" of Purchases (excluding new Purchases).

#### If I Have Paid All Balances as of the Beginning of the Billing Cycle in full by the Payment Due Date:

For each day during the billing cycle, you will take the beginning balance of Purchases which were posted to my Account before the previous billing cycle, and subtract those parts of any payments or credits posted that day which were applicable to such Purchases. You will not add in any new Purchases. This gives you the daily balance of such Purchases. Then, you add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives you the "average daily balance" of Purchases.

#### If I Have Not Paid All Balance as of the Beginning of the Billing Cycle in full by the Payment Due Date:

First, you will compute the average daily balance of Purchases which were posted to my Account before the current billing cycle. You do this by taking the beginning balance of such Purchases each day during the billing cycle and subtracting those parts of any payments or credits posted that day which are applicable to such Purchases. You will not add in any new Purchases. This gives you the daily balance of such Purchases. Then, you add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives you the "average daily balance", for the current billing cycle, of Purchases posted to my account before the current billing cycle.

Next, you will compute the "average daily balance", for the previous billing cycle, or Purchases which were posted to my Account during my previous billing cycle. You do this by taking the beginning balance of such Purchases each day during the previous billing cycle and subtracting those parts of any payments or credits posted that day which are applicable to such Purchases. This gives you the daily balances for the previous billing cycle together and divide the total by the number of days in that billing cycle. This gives you the "average daily balance", for the previous billing cycle, of Purchases posted to my Account during the previous billing cycle.

Finally, you multiply the monthly rate for each billing cycle by the "average daily balance" to which it applies.

#### Finance Charges on Cash Advances

I will pay a Finance Charge on my cash advances beginning on the day they are posted to my account. The FINANCE CHARGE on my Cash Advances is figured by applying the monthly rate to the "average daily balance" of my Cash Advances (including new Cash Advances). To compute the "average daily balance" you take the beginning balance

of my Cash Advances each day, add any new Cash Advances posted that day, and subtract those parts of any payments or credits posted that day which are applicable to Cash Advances. This gives you the daily balance. Then, you add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "average daily balance" of Cash Advances.

#### Annual Fee and Other Charges

- a) **Annual Fee:** A non-refundable Annual Membership Fee of \$15.00 will be posted to each Cardholder Account.
- b) **Late Charge:** A \$5.00 Late Charge will be posted to the Cardholder Account as a Purchase, if a Past Due Payment reflected on the Monthly Billing Statement is not received within 25 days of the closing date on that Billing Statement.
- c) **Overline Charges:** A \$10.00 Overline Charge will be posted to the Cardholder's Account, as a Purchase, each time the New Balance reflected on the Monthly Billing Statement exceeds the Cardholder's credit limit by 10%.

#### Minimum Payments

I may pay the entire balance at any time. I may also pay you in installments. If I pay in installments, I agree to make a Minimum Payment to you each month which will be the greater of 3% (rounded to the nearest dollar) of my new balance or \$50.00. If my new balance is \$50.00 or less, I will pay the balance in full.

#### Applying Payments

You will determine the method by which payments are applied, and you may change the method from time to time. The method of applying payments, and any changes, will apply consistently to all Business MasterCard Accounts that you issue.

#### Authorizations

Purchases and Cash Advances above certain amounts require your approval. Your prior approval may be required in other circumstances as well. These approvals are called "Authorizations." You may limit the number of Authorizations you will give on Cardholder(s) on any one day. In the event that your authorization system is not fully operational, you may not be able to give your approval for transactions even though they would not exceed the credit limit. I agree that neither you nor your authorization agent shall be liable for not giving Authorization in such case.

#### Default

The following constitute "events of default" in this Agreement:

- a.) My failure to pay the minimum monthly payment each month or any other obligation to you promptly on or before its due date.
  - b.) Cardholder's credit limit is exceeded.
  - c.) I become insolvent, bankrupt, or make an assignment for the benefit of creditors.
  - d.) My dissolution, merger, or consolidation without your express written consent (if I am a partnership or corporation).
  - e.) My death, imprisonment, or adjudication of legal incompetence (if I am a natural person).
  - f.) I or any Cardholder provides you with false information or signatures at any time.
  - g.) You at any time in your reasonable judgement, believe that the prospect of my paying any obligation to you is impaired.
  - h.) A judgement or tax lien is entered against me or an execution issued against my property.
  - i.) I or any Cardholder fail to keep any promise or perform any duty in this Agreement or any other Agreement with you.
- Upon the occurrence of any event of default, you may, at your option, declare the entire unpaid balance of any or all of Cardholder's Accounts authorized by me to be immediately due and payable, without notice to or demand upon me, which right to notice and demand I waive. You may also cancel any or all of Cardholder's Accounts immediately without notice to me or any Cardholder. Upon cancellation of the Accounts, all your obligations under this Agreement shall terminate.

If you extend credit to a Cardholder by posting any Advance or Purchase to an Account prior to receiving written notice of a death or incapacity, such transaction shall be a valid and binding obligation of me, my estate, my successors, heirs and/or personal representatives as applicable.

You shall be entitled to all of your actual costs of collection, including court costs and reasonable attorney's fees allowed by law, if you refer a Cardholder's Account to an Attorney, not your salaried employee, for collection.

#### Security Interest

I acknowledge that upon the occurrence of any event of default, you have the right of set-off. This means that you can apply my deposits, or any other property of mine in your possession and/or shown on the attached "Schedule A" to pay the balance due on any or all of Cardholder's Accounts.

#### Termination of Account

You may, at your option and without liability to me or any Cardholder, terminate all or a part of the Account service available to me under this Agreement at any time and cancel the Cards and Checks issued to me by giving me written notice of termination. Should you terminate an Account, I am still required to pay the outstanding indebtedness in accordance with this Agreement. The Card, Checks, and other credit access devices supplied to me or any Cardholder by National Bank of the Commonwealth are the property of National Bank of the Commonwealth and must be returned to you at your request.

I will remain liable for all Purchases and Advances incurred on an Account by any Cardholder authorized by me. To terminate a Cardholder's Account I will send the Card(s) issued on that Account to you together with a written request, certified mail return receipt requested asking you to terminate that Cardholder's Account to:

Credit Card Department  
P.O. Box 400  
Indianapolis, IN 46201

However, I shall still be liable to you if that Account is used after your receipt of the notice as well as for Purchases and Advances incurred prior to your receipt of the notice.

#### Check Return

If you issued Checks to me for use in connection with my Account, I agree that you need not return them to me and that, if I need evidence of any payment represented by a Check, a photocopy or similar reproduction you provide me with will be satisfactory for such purposes.

#### Documentation Charge

To the extent permitted by law, if I request a duplicate Billing Statement or if I request a duplicate Check or other document, you may impose a charge determined by you. However, the documentation charge will not be imposed if my request is in connection with a written Notice of Billing Error.

#### Assignment

My rights under this Agreement belong only to me. I cannot transfer or assign them to anyone else. You may assign any or all rights under this Agreement at any time without my consent. The person(s) to whom you assign this Agreement shall be affected by such assignment.

**EXHIBIT**

A



#### Changing This Agreement

You may make changes to this Agreement by sending me prior written notice of such change. Such change will become applicable to my Account in the manner specified in said notice regardless of whether I use the Account after such notice is sent. Examples of such changes which may be so made by you are as follows: to change the Interest Rate Formula prescribed in this Agreement; to increase the Finance Charge (not in excess of any maximum lawful Finance Charge); to increase or otherwise change the Minimum Periodic Payment; to assess new charges or fees to the extent allowed by law; or to change the method of computing the balance upon which such charges may be imposed. The above examples are merely illustrative and shall not be interpreted to prohibit you from making any other type of change.

#### Credit Information

You may, from time to time, obtain credit information about me, or any Cardholder on the Account from other persons. I authorize you to answer questions from others, such as other creditors and credit reporting agencies, about my credit history on this Account. I also authorize the exchange of financial information between National Bank of the Commonwealth and any National Bank of the Commonwealth correspondent or agent.

#### Severability

The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

#### Miscellaneous

Any correspondent or agent of National Bank of the Commonwealth may act as custom-

er's agent in receiving payment on an account.

#### Lost or Stolen Cards and Checks

I agree to notify you as promptly as possible if any Card(s) or Check(s) are lost, stolen or used without my authorization in writing or by telephone at the appropriate address or telephone number shown below, or orally at any community office of National Bank of the Commonwealth. If a card is used by anyone who is not an authorized Cardholder, I will not be liable for more than \$50.00 on the Account unless you have issued me pursuant to this Agreement 10 (ten) or more cards, then my liability to you shall be unlimited. In all events, I will not be liable for unauthorized use of the Card after I notify you.

The appropriate address and telephone number are:

Credit Card Department  
P.O. Box 400  
Indiana, PA 15701  
1-800-331-6262 (Pennsylvania only)  
1-412-349-3400 (Other)

#### Governing Law

This agreement is governed by Pennsylvania law.

#### Delay in Enforcement

You can delay enforcing your rights under this Agreement without losing them.

## In Case of Errors or Inquiries About Your Bill

This notice contains important information about your rights and our responsibilities under the Federal Fair Credit Billing Act. Keep this notice for future use.

#### Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet in care of the address for Customer Service as shown on your billing statement.

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following:

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

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop payment your letter must reach us 3 business days before the automatic payment is scheduled to occur.

#### Your Rights and Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your

credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

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

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

#### Special Rule for Credit Card Purchases

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

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

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

### Sole Proprietorship/Individual(s) Sign Here

The undersigned hereby affirm that the extension of the credit from the National Bank of the Commonwealth as evidenced by this instrument will be used for business purposes.

Signature

Print/Type Name

Signature

Print/Type Name

Corporation or Partnership Sign Here

*Sherry R Skebo*  
Sherry R Skebo  
Sherry R

for Corporate Debtors only  
To be signed by Secretary or Assistant Secretary  
Corporate Seal

IN WITNESS WHEREOF, you have hereunto set your hands and seals on this 24<sup>th</sup> day of May 19 95 intending to be legally bound.

Holland Tree Service, Inc.  
Name of Corporation or Partnership Debtor

*Robert D Holland*  
By:

Authorized Signer Robert Holland, President  
Print/Type Name and Title

*Sherry R Skebo*

Authorized Signer Sherry Skebo, Secretary  
Print/Type Name and Title

By:

Authorized Signer  
Print/Type Name and Title

# COMMERCIAL GUARANTEE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
				160	58		SES	

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:** Holland Tree Service Inc. (TIN: 251738001)  
312 Filbert St  
Curwensville, PA 16833

**Lender:** National Bank of the Commonwealth  
Clearfield Mall Office  
1800 Daisy St  
Clearfield, PA 16830

**Guarantor:** Robert Holland  
312 Filbert St  
Curwensville, PA 16833

**AMOUNT OF GUARANTY.** This is a guaranty of payment of the Note, including without limitation the principal Note amount of Twenty Five Thousand & 00/100 Dollars (\$25,000.00).

**GUARANTY.** For good and valuable consideration, Robert Holland ("Guarantor") absolutely and unconditionally guarantees and promises to pay to National Bank of the Commonwealth ("Lender") or its order, on demand, in legal tender of the United States of America, the indebtedness (as that term is defined below) of Holland Tree Service Inc. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

**DEFINITIONS.** The following words shall have the following meanings when used in this Guaranty:

**Borrower.** The word "Borrower" means Holland Tree Service Inc..

**Guarantor.** The word "Guarantor" means Robert Holland.

**Guaranty.** The word "Guaranty" means this Guaranty made by Guarantor for the benefit of Lender dated 5-24-95.

**Indebtedness.** The word "Indebtedness" means the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's attorneys' fees and Lender's legal expenses, whether or not suit is instituted, and 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.

**Lender.** The word "Lender" means National Bank of the Commonwealth, its successors and assigns.

**Note.** The word "Note" means the promissory note or credit agreement dated 5-24-95, in the original principal amount of \$25,000.00 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 Guarantor:** The Note evidences a revolving line of credit from Lender to Borrower.

**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.

**MAXIMUM LIABILITY.** The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described above, plus all costs and expenses of (a) enforcement of this Guaranty and (b) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Lender under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other unexpired guaranties.

**NATURE OF GUARANTY.** Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Indebtedness within the limits set forth in the preceding section of this Guaranty. This Guaranty covers a revolving line of credit and guarantor understands and agrees that this guarantee shall be open and continuous until the line of credit is terminated and the Indebtedness is paid in full, as provided below.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Lender from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. This Guaranty covers a revolving line of credit and it is specifically anticipated that fluctuations will occur in the aggregate amount of Indebtedness owing from Borrower to Lender. Guarantor specifically acknowledges and agrees that fluctuations in the amount of Indebtedness, even to zero dollars (\$ 0.00), shall not constitute a termination of this Guaranty. Guarantor's liability under this Guaranty shall terminate only upon (a) termination in writing by Borrower and Lender of the line of credit, (b) payment of the Indebtedness in full in legal tender, and (c) payment in full in legal tender of all other obligations of Guarantor under this Guaranty.

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (g) to sell, transfer, assign, or grant participations in all or any part of the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (d) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; (e) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information provided to Lender is true and correct in all material respects and fairly presents the financial condition of Guarantor as of the dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the date of the financial statements; and (f) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (a) to continue lending money or to extend other credit to Borrower; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

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Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (c) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**LENDER'S RIGHT OF SETOFF.** In addition to all liens upon and rights of setoff against the moneys, securities or other property of Guarantor given to Lender by law, Lender shall have, with respect to Guarantor's obligations to Lender under this Guaranty and to the extent permitted by law, a contractual possessory security interest in and a right of setoff against, and Guarantor hereby assigns, conveys, delivers, pledges, and transfers to Lender all of Guarantor's right, title and interest in and to, all deposits, moneys, securities and other property of Guarantor now or hereafter in the possession of or on deposit with Lender, whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding however all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to Guarantor. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on the part of Lender or by any neglect to exercise such right of setoff or to enforce such security interest or by any delay in so doing. Every right of setoff and security interest shall continue in full force and effect until such right of setoff or security interest is specifically waived or released by an instrument in writing executed by Lender.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be prior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender hereby is authorized, in the name of Guarantor, from time to time to execute and file financing statements and continuation statements and to execute such other documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

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

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty 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 Guaranty has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

#### ARBITRATION:

1. **Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq. and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

2. **Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Notices.** All notices required to be given by either party to the other under this Guaranty 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 when deposited in the United States mail, first class postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. If there is more than one Guarantor, notice to any Guarantor will constitute notice to all Guarantors. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty. If a court of competent jurisdiction finds any provision of this Guaranty 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, and all provisions of this Guaranty in all other respects shall remain valid and enforceable. If any one or more of Borrower or Guarantor are corporations or partnerships, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Waiver.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given 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 Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**CONFESSION OF JUDGMENT.** Guarantor hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Guarantor and, with or without complaint filed, as of any term, confess or enter judgment against Guarantor for the entire principal balance of this Guaranty and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Guaranty or a copy of this Guaranty verified by affidavit shall be sufficient warrant. The authority granted in this Guaranty to confess judgment against Guarantor shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Guaranty.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY." NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED 5-24-95.**

**GUARANTOR:**

X  (SEAL)  
Robert Holland

Business Card

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RECORDATION REQUESTED BY:

National Bank of the Commonwealth  
1800 Daisy St  
Clearfield, PA 16830

WHEN RECORDED MAIL TO:

National Bank of the Commonwealth  
Loan Servicing Center  
P. O. Box 400  
Indiana, PA 15701-0400

SEND TAX NOTICES TO:

Robert Holland  
312 Filbert St  
Curwensville, PA 16833

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:46 AM 6-13-95  
BY Daniel Moon  
FEES 17.50  
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

National Bank  
of the Commonwealth  
MEMBER FDIC

OPEN - END MORTGAGE  
THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE IS DATED May 24, 1995, between Robert Holland, whose address is 312 Filbert St, Curwensville, PA 16833 (referred to below as "Grantor"); and National Bank of the Commonwealth, whose address is 1800 Daisy St, Clearfield, PA 16830 (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"):

ALL that certain lot or parcel of land located and situate in Bloom Township, Clearfield County, Pennsylvania, bounded and described as follows: BEGINNING at a point which is distance 97.8 feet on line running 87 degrees West from station 931 - 49.5 of the center line of the Clearfield and Mahoning Railroad; thence North 87 degrees West 717 feet to post and stones; thence by land of F.E. Shubert South 20 1/2 degrees West, 1695 feet to a post; thence South 87 degrees East, 857 feet to a post; thence South 7 degrees East 954 feet to post and stones; thence by land of P. Celnett South 85 degrees 20 minutes East 1455 feet to post and stones; thence North 3 degrees East, 1620 feet to a point 50 feet distance at right angles from the center line of said Clearfield and Mahoning Railroad; thence by a curve to the right with a radius of 1196 feet, 210 feet to a point 50 feet distant at right angles from station 918 - 28 P.T. of said Railroad; thence by a curve to the left of radius of 1383 feet, 431.2 feet to a point 50 feet distant at right angles from station 925 - 06.2 P.T. of said Railroad; thence North 56 degrees 15 minutes West, 720 feet to the place of beginning. CONTAINING 104.74 acres, and being Warrant No. 3608. BEING known as Tax Map Parcel Number 104-E7-12. TOGETHER with all and singular the building and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof. EXCEPTING AND RESERVING unto the Grantors, their heirs and assigns forever, all of the oil and gas in, under and upon the subject premises together with all necessary rights to explore for, drill, produce, and transport such oil and gas over, upon and through the same. BEING the same premises as vested in Robert Holland, Mortgagor herein, by deed of William Chase, Jr., et al, dated the 16th day of February, 1994, and recorded in Deed Book Volume 1588 at Page 01. ALL that 1/4 interest in and to all certain piece or parcel of land located and situate in the Township of Bloom, County of Clearfield and State of Pennsylvania, bounded and described as follows: SAID parcel being known as the G. Edward Haupt Tract and bearing Tax Map No. 104-E7-13, containing approximately 114.0 acres. EXCEPTING AND RESERVING, HOWEVER, under the Grantors' their heirs and assigns, the ownership to all oil and gas containing within or underlying and above described tract of land. BEING the same premises as vested in Robert Holland, Mortgagor herein, by Deed of Harold G. Eyster, Jr., et al, dated April 26, 1994, and recorded in Deed Book Volume 1602 at page 01.

The Real Property or its address is commonly known as R.R. #1 Bloom Township, Grampian, PA 16838.

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 Holland Tree Service Inc.

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 up to \$25,000.00 outstanding under the Note at any time 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

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obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower unless Borrower fails to comply with all the terms of the Note. The liens and security interests created pursuant to this Mortgage covering the Indebtedness which may be created in the future shall relate back to the date of this Mortgage.

**Lender.** The word "Lender" means National Bank of the Commonwealth, 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 24, 1995 in the original principal amount of \$25,000.00 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 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, including without limitation, the Americans With Disabilities Act. 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, materialman'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. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 thirty (30) 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 if the estimated cost of repair or replacement exceeds \$5,000.00. 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 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.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the 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 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 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, 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 (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 to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Mortgage or 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.

**Insolvency.** The dissolution or termination of Grantor or Borrower's existence as a going business, 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.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith deems itself insecure.

**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.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**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, 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, and notices pursuant to 42 Pa. C.S.A. Section 8143, et seq., 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.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

#### ARBITRATION:

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq. and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as self-help, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**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; Corporate Authority.** 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.

GRANTOR:

  
Robert Holland (SEAL)

Signed, acknowledged and delivered in the presence of:

X [Signature]  
Witness

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

Signed, acknowledged and delivered in the presence of:

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

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

**CERTIFICATE OF RESIDENCE**

I hereby certify, that the precise address of the mortgagee, National Bank of the Commonwealth, herein is as follows:  
1600 Daisy St, Clearfield, PA 16830

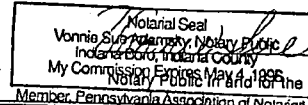
David R. Bombardieri  
Attorney or Agent for Mortgagee

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Pennsylvania  
COUNTY OF Juniata ) ss

On this, the 24th day of May, 19 95, before me a Notary Public, the undersigned Notary Public, personally appeared Robert Holland, 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.



LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CF/ProServices, Inc. All rights reserved. (PA-G03 HOLLAND LN C7.OVL)

By **CERTIFY** that this document  
recorded in the Recorder's Office of  
Juniata County, Pennsylvania.




Karen L. Starck

Karen L. Starck  
Recorder of Deeds

Entered of Record June 13, 1995, 9:46 A Karen L. Starck, Recorder

**VERIFICATION**

I, Dennis A. Baldwin, Special Assets Officer, First Commonwealth Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.

  
\_\_\_\_\_  
Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a )  
NATIONAL BANK OF THE COMMONWEALTH, )

Plaintiff, )

v. )

NO. 02-356-GO

ROBERT D. HOLLAND, )  
CHESTNUT RIDGE COAL CORPORATION )  
and the UNITED STATES OF AMERICA, )

Defendants. )

**FILED**

MAY 16 2002

CONSENT JUDGMENT

William A. Shaw  
Prothonotary

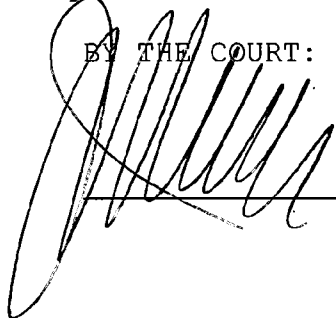
AND NOW, to wit, this 16<sup>th</sup> day of May,  
2002, it appearing that counsel for plaintiff and counsel for  
defendant, United States of America, have consented to the entry  
of the within Order on behalf of their respective clients, it is  
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered  
in favor of the plaintiff and against the United States of  
America for foreclosure of the mortgage of plaintiff in the  
within cause and for sale of the mortgaged property of defendants  
Robert D. Holland, Chestnut Ridge Coal Corporation.

It is further ORDERED, ADJUDGED and DECREED that defendant,  
United States of America, shall be notified by plaintiff of the  
date, time and place scheduled for any sheriff's sale of the real  
property of the aforesaid defendants; that the United States of  
America shall be entitled to payment from the proceeds of the  
sheriff's sale to the extent its proper priority would entitle it  
to the same; and that the United States of America shall be

entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendants in the within proceeding.

BY THE COURT:



\_\_\_\_\_ J.

Consented to by:



CHRISTOPHER J. RICHARDSON, ESQ.  
Counsel for Plaintiff



MICHAEL C. COLVILLE  
Assistant U.S. Attorney  
Counsel for Defendant  
United States of America

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

Sheriff Docket # 12228

FIRST COMMONWEALTH BANK f/k/a NATIONAL BANK OF THE COMMON 02-356-CD

VS.

HOLLAND, ROBERT D. al

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

NOW MARCH 13, 2002 AT 8:04 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT D. HOLLAND, DEFENDANT AT RESIDENCE, RD#1 BOX 406, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT D. HOLLAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW MARCH 13, 2002 AT 8:04 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHESTNUT RIDGE COAL CORPORATION, DEFENDANT AT RESIDENCE, RD#1 BOX 406, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT D. HOLLAND, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW MARCH 12, 2002, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A.HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE UNITED STATES OF AMERICA, DEFENDANT.

NOW MARCH 21, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE UNITED STATES OF AMERICA, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED, LINDA ALLISON, P.I.C.

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

Sheriff Docket # 12228

FIRST COMMONWEALTH BANK f/k/a NATIONAL BANK OF THE COMMON 02-356-CD

VS.

HOLLAND, ROBERT D. al

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**Return Costs**

Cost	Description
43.93	SHFF. HAWKINS PAID BY; ATTY.
28.00	SHFF. DEFAZIO PAID BY: ATTY.
3.00	NOTARY PAID BY: ATTY.
30.00	SURCHARGE PAID BY: ATTY.
<u>104.93</u>	

**Sworn to Before Me This**

2nd Day Of May 2002

William A. Shaw  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

Chester A. Hawkins  
by Maury Hamr  
Chester A. Hawkins  
Sheriff

**FILED**

014:00  
MAY 02 2002 El  
126

William A. Shaw  
Prothonotary

**ALLEGHENY COUNTY SHERIFF'S DEPARTMENT**436 GRANT STREET  
PITTSBURGH, PA 15219-2496  
PHONE (412) 350-4700  
FAX (412) 350-6388

24431

**PETER R. DEFAZIO**

Sheriff

**DENNIS SKOSNIK**

Chief Deputy

PLAINTIFF: FIRST COMMONWEALTH BANK, f/k/a  
NATIONAL BAKN OF THE COMMONWEALTHCASE#: 02-356-CDEXPIRES: 4-10-02DEFT.: ROBERT D. HOLLAND and  
CHESTNUT RIDGE COAL CORPORATION, and The USA☐ SUMMONS/PRAECIPE☐ SEIZURE OR POSSESSION☒ NOTICE AND COMPLAINT☐ REVIVAL OR SCI FA☐ INTERROGATORIES☐ EXECUTION • LEVY OR GARNISHEE☐ OTHER

DEFT.: \_\_\_\_\_

DEFT.: \_\_\_\_\_

GARNISHEE: Serve: ~~XX~~ The United States of America  
c/o U.S. Attorney  
633 U.S. Post Office and Courthouse  
Grant StreetMUNICIPALITY OR CITY WARD: Pittsburgh, PA 15219 ATTY: Christopher J. Richardson, EsquireDATE: March 7, 2002 ADDRESS: Tucker Amersberg, P.C.ATTY'S PHONE: (412) 594-5604 1500 One PPG Place, Pittsburgh, PA 15222INDICATE TYPE OF SERVICE: ☐ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: \_\_\_\_\_ 20 \_\_\_\_\_ I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of \_\_\_\_\_ County to execute this Writ and make return thereof according to law

**NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale therof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: \_\_\_\_\_

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

**SHERIFF'S OFFICE USE ONLY**I hearby CERTIFY and RETURN that on the 26 day of March, 2002, at \_\_\_\_\_ o'clock, A.M./P.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

☐ Defendant(s) personally served.☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship \_\_\_\_\_☐ Adult in charge of Defendant's residence who refused to give name or relationship.☐ Manager/other person authorized to accept deliveries of United States Mail \_\_\_\_\_☐ Agent or person in charge of Defendant(s) office or usual place of business.☒ Other Linda Allison☐ Property PostedDefendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other \_\_\_\_\_☐ Certified Mail ☐ Receipt \_\_\_\_\_ ☐ Envelope Returned \_\_\_\_\_ ☐ Neither receipt or envelope returned: writ expired \_\_\_\_\_☐ Regular Mail Why \_\_\_\_\_

You are hereby notified that on \_\_\_\_\_, 20 \_\_\_\_\_, levy was made in the case of \_\_\_\_\_ Possession/Sale has been set for \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ o'clock

**YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.**

ATTEMPTS \_\_\_\_\_

Additional Costs Due \$ \_\_\_\_\_, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Affirmed and subscribed before me

this APR 04 2002 20 \_\_\_\_\_Shirley Robb City of \_\_\_\_\_ My Commis-

Notary

**PETER R. DEFAZIO, Sheriff**BY: [Signature] (DEPUTY)

DISTRICT: \_\_\_\_\_

White Copy - Sheriff

Pink Copy - Attorney





# Sheriff's Office Clearfield County

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

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

FIRST COMMONWEALTH BANK

TERM & NO. 02-356-CD

VS

**SERVE BY:** 4/10/02

ROBERT HOLLAND a1

#### **DOCUMENT TO BE SERVED:**

COMPLAINT IN MORTGAGE FORECLOSURE


**MAKE REFUND PAYABLE TO:** TUCKER ARENSBERG, Attorney

**SERVE:** THE UNITED STATES OF AMERICA

**ADDRESS:** c/o U.S. Attorney, 633 U.S. Post Office & Courthouse, Grant St.  
Pittsburgh, Pa.

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 ALLEGHENY COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 12th Day of MARCH 2002.

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a NATIONAL BANK OF THE  
COMMONWEALTH,

Plaintiff,

vs.

ROBERT D. HOLLAND,  
CHESTNUT RIDGE COAL CORPORATION,  
and THE UNITED STATES OF AMERICA,

Defendants.

CIVIL DIVISION

No. 02-356-CD

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
NATIONAL BANK OF THE  
COMMONWEALTH, Plaintiff

Counsel of record for this party:

Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
Telephone: (412) 566-1212

**FILED**

JUN 10 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a NATIONAL BANK OF THE	)	
COMMONWEALTH,	)	
	)	No. 02-356-CD
Plaintiff,	)	
vs.	)	
	)	
ROBERT D. HOLLAND,	)	
CHESTNUT RIDGE COAL CORPORATION )		
and THE UNITED STATES OF AMERICA, )		
	)	
Defendants.	)	

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

Kindly enter Judgment against the Defendants, Robert D. Holland and Chestnut Ridge Coal Corporation, in default of an Answer, in the amount of \$9,776.81, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint .....	\$ 9,776.81
TOTAL .....	\$ 9,776.81

I hereby certify that the appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

TUCKER ARENSBERG, P.C.



Christopher J. Richardson, Esquire  
Brett A. Solomon, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a National Bank of the Commonwealth,  
Plaintiff

Plaintiff : First Commonwealth Bank, f/k/a National Bank of the Commonwealth  
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendants: Robert D. Holland, R.D. #1, Box 406, Curwensville, PA 16833  
Chestnut Ridge Coal Corp., R.D. #1, Box 406, Curwensville, PA 16833

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a NATIONAL BANK OF THE  
COMMONWEALTH,

Plaintiff,

vs.

ROBERT D. HOLLAND and  
CHESTNUT RIDGE COAL CORPORATION)  
and THE UNITED STATES OF AMERICA, )

Defendants. )


CIVIL DIVISION

No. 02-356-CD


COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF INDIANA )

SS:

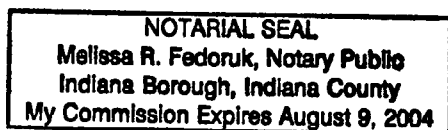
I, Dennis A. Baldwin, Special Assets Officer, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendant, Robert D. Holland, is not a member of the military service of the United States of America to the best of my knowledge, information, and belief.

 3/5/02  
Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

Sworn to and subscribed before me this  
this 5<sup>th</sup> day of March, 2002.

  
Notary Public

My Commission Expires:



168400.1:BF/##11555-102538

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a	)	CIVIL DIVISION
NATIONAL BANK OF	)	
THE COMMONWEALTH,	)	
	)	No. 02-356-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
ROBERT D. HOLLAND, CHESTNUT	)	
RIDGE COAL CORPORATION, and	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendants.	)	

TO: Chestnut Ridge Coal Corporation  
R.D. #1, Box 406  
Curwensville, PA 16833


DATE OF NOTICE: May 3, 2002

**IMPORTANT NOTICE**

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

Pennsylvania Lawyer Referral Service  
Pennsylvania bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By:   
Christopher J. Richardson, Esquire  
Brett A. Solomon, Esquire  
Attorneys for First Commonwealth Bank, f/k/a  
National Bank of the Commonwealth, Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Chestnut Ridge Coal Corporation, by depositing same in the United States Mail, first class postage prepaid on the 3rd day of May, 2002 at the following address:

Chestnut Ridge Coal Corporation  
R.D. #1, Box 406  
Curwensville, PA 16833

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Christopher J. Richardson, Esquire

173414:BF  
11555-102638

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a  
NATIONAL BANK OF  
THE COMMONWEALTH,

Plaintiff,

vs.

ROBERT D. HOLLAND, CHESTNUT  
RIDGE COAL CORPORATION, and  
THE UNITED STATES OF AMERICA,

Defendants.

CIVIL DIVISION

No. 02-356-CD

TO: Robert D. Holland  
R.D. #1, Box 406  
Curwensville, PA 16833

DATE OF NOTICE: May 16, 2002

**IMPORTANT NOTICE**

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

Pennsylvania Lawyer Referral Service  
Pennsylvania bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By:



Christopher J. Richardson, Esquire  
Brett A. Solomon, Esquire  
Attorneys for First Commonwealth Bank, f/k/a  
National Bank of the Commonwealth, Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Robert D. Holland, by depositing same in the United States Mail, first class postage prepaid, and certified mail return receipt requested, on the 16th day of May, 2002 at the following address:

Robert D. Holland  
R.D. #1, Box 406  
Curwensville, PA 16833

TUCKER ARENSBERG, P.C.

By:   
Christopher J. Richardson, Esquire



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a NATIONAL BANK OF THE	)	
COMMONWEALTH,	)	
	)	No. 02-356-CD
Plaintiff,	)	
vs.	)	
	)	
ROBERT D. HOLLAND,	)	
CHESTNUT RIDGE COAL CORPORATION	)	
and THE UNITED STATES OF AMERICA,	)	
	)	
Defendants.	)	

**NOTICE OF JUDGMENT**

To: Robert D. Holland  
R.D. #1, Box 406  
Curwensville, PA 16833

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on June 10, 2002, in the amount of \$9,776.81, plus continuing interest at  
the contract rate together with costs, late charges, and attorneys fees.



\_\_\_\_\_  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COP

FIRST COMMONWEALTH BANK,  
f/k/a NATIONAL BANK OF THE  
COMMONWEALTH,

Plaintiff,

vs.

ROBERT D. HOLLAND,  
CHESTNUT RIDGE COAL CORPORATION )  
and THE UNITED STATES OF AMERICA, )

Defendants. )

CIVIL DIVISION

No. 02-356-CD

NOTICE OF JUDGMENT

To: Chestnut Ridge Coal Corporation  
R.D. #1, Box 406  
Curwensville, PA 16833

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on June 10, 2002, in the amount of \$9,776.81, plus continuing interest at  
the contract rate together with costs, late charges, and attorneys fees.



Prothonotary

FILED

JUN 16 2002

On 10:50 AM atty Richardson

William A. Shaw  
Prothonotary

pd \$20.00

not to be  
Stat. to atty. ~~att~~

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

COPY

First Commonwealth Bank  
Plaintiff(s)

No.: 2002-00356-CD

Real Debt: \$9,776.81

Atty's Comm:

Vs.

Costs: \$

Int. From:

Robert D. Holland  
Chestnut Ridge Coal Corporation  
United States of America  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 10, 2002

Expires: June 10, 2007

Certified from the record this 10th of June, 2002



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

FIRST COMMONWEALTH BANK  
PO BOX 400  
INDIANA, PA 15701

vs.

HOLLAND TREE SERVICE  
PO BOX 367  
CURWENSVILLE, PA 16833

File No. 02-356-CD

PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION AND/OR TERMINATION

TO THE PROTHONOTARY/CLERK OF SAID COURT:

You are hereby authorized, empowered, and directed to enter, as indicated, the following on the records therof:

- A.1.        The within suit is Settled, Discontinued, Ended and costs paid.  
2.        The within suit is Settled, Discontinued, Ended WITH Prejudice and costs paid.  
3.        The within suit is Settled, Discontinued, Ended WITHOUT Prejudice and costs paid.

\* \* \* \* \*

- B.1.        Satisfaction of the Award in the within suit is acknowledged.

2.  X  Satisfaction of Judgment, with interest and costs, in the within matter is acknowledged.

\* \* \* \* \*

- C.        Other:

**FILED**

**JAN 09 2006**

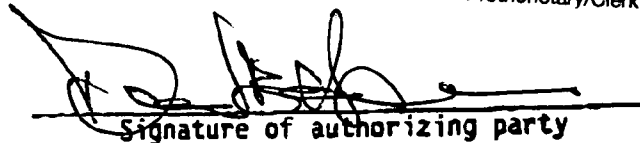
*W/11:15/2*

William A. Shaw  
Prothonotary/Clerk of Courts

DATE December 23, 2005  
WITNESS (if signer is other than a registered attorney):



Attorney or Notary  
NOTARIAL SEAL  
Joan M. Kutek, Notary Public  
Indiana Boro, Indiana County, PA  
My Commission Expires June 2, 2007

  
Signature of authorizing party

DAVID B. HEPLER  
SR. VICE PRESIDENT

Type or print name of above signer

COST PAYMENT VERIFICATION

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS; AND HEREBY VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa.C.S. SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

  
Signature

DAVID B. HEPLER  
SR. VICE PRESIDENT

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

First Commonwealth Bank

No.: 2002-00356-CD

Vs.

Debt: \$9,776.81

Robert D. Holland  
Chestnut Ridge Coal Corporation  
United States of America

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Monday, January 09, 2006 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 9th day of January, A.D. 2006.

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Prothonotary