

02-556-CD  
CLEARFIELD BANK & TRUST CO. -vs- ROBERT DUVAL et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

vs.

ROBERT DUVALL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP,

Defendant.

CIVIL DIVISION

No. 02-556-CD

PRAECIPE FOR WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

Filed on behalf of CLEARFIELD  
BANK & TRUST CO., Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
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

CERTIFICATE OF ADDRESS:

R.R. 1, Box 328A  
Clearfield, Pennsylvania 16830  
Tax Parcel I.D. No. 106-MB-121

**FILED**

AUG 22 2002

m/2:45/att Ruben

William A. Shaw  
Prothonotary

pd 20.00

6writs Shays

KEB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

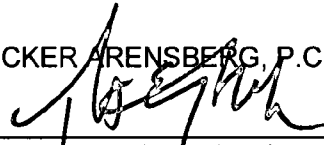
**PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE**

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount .....	\$401,273.60
Interest from 04/01/02 through 08/31/02 at \$59.57997 per diem ("Note-1") .....	9,056.16
Interest from 04/01/02 through 08/31/02 at \$22.40491 per diem ("Note-2") .....	3,405.55
Late fees (5% of \$2849.58/mo. pmt. or \$142.48/mo. for months of April, May, June, July 2002) ("Note-1") .....	569.92
Late fees (5% of \$974.04/mo. pmt. or \$48.70/mo. for months of April, May, June, July 2002) ("Note-2") .....	194.80
Foreclosure Fees.....	<u>7,205.00</u>
Sub-total .....	\$421,705.03
Additional Interest to Sale Date (to be added by Sheriff) .....	_____
Costs (to be added by the Prothonotary) .....	_____
Total .....	\$ <u>                    </u>

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire  
Brett A. Solomon, Esquire  
Attorneys for FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 TO 3183 and Rule 3257

COPY

CLEARFIELD BANK & TRUST CO.,

vs.

ROBERT DUVAL AND BRYCE

HATHAWAY REAL ESTATE PARTNERSHIP)

No. \_\_\_\_\_ Term 1999 E.D.

No. \_\_\_\_\_ Term \_\_\_\_ A.D.

No. 556 Term 2002

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically describe property below):

ALL the right, title, interest and claims of Robert Duvall and Bryce Hathaway Real Estate Partnership of, in and to the following described property:

ALL that certain parcel situate in the Township of Bradford, being more fully described at DBV 2000, page 13234.

BEING a lot with improvements thereon known as R.R. 1, Box 328A, Clearfield, PA; Tax Parcel No. 106-M8-121.

Judgment Amount ..... \$401,273.60

Interest from 04/01/02 through 08/31/02  
at \$59.57997 per diem ("Note-1") ..... 9,056.16

Interest from 04/01/02 through 08/31/02  
at \$22.40491 per diem ("Note-2") ..... 3,405.55

Late fees (5% of \$2849.58/mo. pmt. or \$142.48/mo.  
for months of April, May, June, July 2002) ("Note-1") ..... 569.92

Late fees (5% of \$974.04/mo. pmt. or \$48.70/mo.  
for months of April, May, June, July 2002) ("Note-2") ..... 194.80

Foreclosure Fees ..... 7,205.00

Sub-total ..... \$421,705.03

Additional Interest to Sale Date  
(to be added by Sheriff) ..... \_\_\_\_\_

Costs (to be added by the Prothonotary) ..... 100.00

Total \$ \_\_\_\_\_, plus costs as endorsed

Dated: August 22, 2002

(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

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

Deputy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_ Term 1999 E.D.  
No. \_\_\_\_\_ Term \_\_\_\_\_ A.D.  
No. 556 Term 2002

CLEARFIELD BANK & TRUST CO.

vs.

ROBERT DUVAL AND BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Pro Pd. \$100.00

Judg. Fee

Cr.

Sat.

Thomas E. Reiber, Esquire  
Brett A. Solomon, Esquire  
Attorneys for Plaintiff

Address: 1500 One PPG Place  
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

CIVIL DIVISION

Plaintiff,

vs.

No. 02-556-CO

ROBERT DUVAL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP,

Defendant.

COMPLAINT IN CONFESSION OF  
JUDGMENT

Filed on Behalf of:  
Clearfield Bank & Trust Co.

Counsel for Plaintiff:

Thomas E. Reiber, Esquire  
Pa. I.D. #41825  
Brett A. Solomon, Esquire  
PA I.D. #83746

TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

**FILED**

APR 10 2002

m/11/9/atty Reiber pd \$80.00

William A. Shaw  
Prothonetary

not. + lcc Comp. to Dy

### **ACT 105 OF 2000 NOTICE**

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT.

PURSUANT TO 42 PA. C.S.A. §2737.1, IF YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT, YOU MAY BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN RULE 2959 WHICH IS AS FOLLOWS:

#### **Pennsylvania Rule of Civil Procedure 2959 – Striking Off Judgment.**

(a)(1) Relief From a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

(i) in support of a further request for a stay of execution where the court has stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Pennsylvania Rule of Civil Procedure 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections, which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440.

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment is pending.



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

CLEARFIELD BANK & TRUST CO.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
ROBERT DUVAL and BRYCE HATHAWAY	)	
REAL ESTATE PARTNERSHIP,	)	
	)	
Defendant.	)	

**COMPLAINT IN CONFESSION OF JUDGMENT**

Plaintiff, Clearfield Bank & Trust Co., by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. The Plaintiff is Clearfield Bank & Trust Co., a corporation with offices located at 11 North Second Street, Clearfield, PA 16830.
2. The Defendant, Robert Duval and Bryce Hathaway Real Estate Partnership, is a Pennsylvania General Partnership comprised of Thomas R. Duval and Bryce W. Hathaway, with a last known address of RR1, Box 54, Grampian, PA 16838.

**COUNT I - NOTE DATED JUNE 30, 1998**

3. The allegations contained in paragraphs 1-2 are incorporated herein as if set forth at length.
4. On or about June 30, 1998 the Defendant executed and delivered to the Plaintiff a Note in the original principal amount of \$285,000, upon terms and conditions contained in the Note, a true and correct copy of which is attached hereto, incorporated herein, and labeled as Exhibit "A" ("**Note-1**").

5. The Defendant is in defaulted under Note-1 by, *inter alia*, failing to make payment when due.
6. Notwithstanding default, the Defendant has not repaid the Plaintiff and remains in default under the terms of the Note-1.
7. Note-1 contains a warrant of attorney authorizing the confession of judgment in favor of the Plaintiff and against the Defendant, as of any term, for the unpaid balance of Note-1, together with costs of suit and an attorneys' commission not to exceed fifteen percent (15%) for collection.
8. Judgment has not been entered on Note-1 in any jurisdiction.
9. The Note has not been assigned.
10. **JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**
11. As of April 1, 2002, the amount due from the Defendant to the Plaintiff pursuant to Note-1, and for which judgment is authorized, is \$293,776.92, plus costs of suit and accruing interest, computed as follows:

Principal Debt:	\$248,533.61
Interest Accrued through April 1, 2002: (per diem \$59.57997)	7,393.35
Late Charges:	569.92
<u>Attorney's Commission of 15%:</u>	<u>37,280.04</u>
Total:	\$293,776.92

\*Plus interest accruing at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant on Note-1 in the amount of Two Hundred Ninety Three Thousand Seven Hundred Seventy Six 92/100 Dollars (\$293,776.92), plus interest thereon at the contract rate after April 1, 2002, plus costs and expenses of suit and such other relief as this Court deems appropriate.

**COUNT II - NOTE DATED OCTOBER 21, 1999**

12. The allegations contained in paragraphs 1-11 are incorporated herein as if set forth at length.
13. On or about October 21, 1999 the Defendant executed and delivered to the Plaintiff a Note in the original principal amount of \$95,990, upon terms and conditions contained in the Note, a true and correct copy of which is attached hereto, incorporated herein, and labeled as Exhibit "B" ("**Note-2**").
14. The Defendant is in defaulted under Note-2 by, *inter alia*, failing to make payment when due.
15. Notwithstanding default, the Defendant has not repaid the Plaintiff and remains in default under the terms of Note-2.
16. Note-2 contains a warrant of attorney authorizing the confession of judgment in favor of the Plaintiff and against the Defendant, as of any term, for the unpaid balance of Note-2, together with costs of suit and an attorneys' commission not to exceed fifteen percent (15%) for collection.
17. Judgment has not been entered on Note-2 in any jurisdiction.
18. Note-2 has not been assigned.

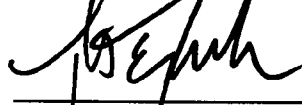
19. **JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**
20. As of April 1, 2002, the amount due from the Defendant to the Plaintiff pursuant to Note-2, and for which judgment is authorized, is \$107,496.68, plus costs of suit and accruing interest, computed as follows:

Principal Debt:	\$90,864.36
Interest Accrued through April 1, 2002: (per diem \$22.40491)	2,982.67
Late Charges:	20.00
<u>Attorney's Commission of 15%:</u>	<u>13,629.65</u>
Total:	\$107,496.68

\*Plus interest accruing at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant on Note-2 in the amount of One Hundred Seven Thousand Four Hundred Ninety Six 68/100 Dollars (\$107,496.68), plus interest thereon at the contract rate after April 1, 2002, plus costs and expenses of suit and such other relief as this Court deems appropriate.

Respectfully submitted,  
TUCKER ARENSBERG, P.C.



---

Thomas E. Reiber, Esquire  
Pa. I.D. #41825  
Brett Solomon, Esquire  
Pa. I.D. #83746  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
Phone: (412) 566-1212  
Facsimile: (412) 594-5619

Date: April 5, 2002

Counsel for Clearfield Bank & Trust Co.

**EXHIBIT "A"**

000.00

## PROMISSORY NOTE

Loan #

0411757

Dated June 30, 1998

Debtor Robert Duval and Bryce Hathaway Real Estate Partnership of RR 1, Box 54, Grampian, PA 16838

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of

CLEARFIELD BANK &amp; TRUST CO., Clearfield, Pennsylvania 16830

("Lender")

at any of Lender's branch offices,

the Principal sum of Two Hundred Eighty Five Thousand and 00/100 Dollars in lawful money of the United States, to be paid as follows: Principal is payable on Demand together with the accrued interest then outstanding, but if no demand is made by Lender then: 60 monthly principal and interest installments of \$2,849.58 commencing on the 30th day of July, 1998 and continuing on the 30th day of each month thereafter. Subsequent monthly principal and interest installments will be based on a variable interest rate of Lender's Prime Rate, currently 8.50% plus 1.00%. The payment schedule will amortize the loan over the full 180 month term. Any increase or decrease in the amount of interest due caused by early or late payments will be reflected in the final installment which will be modified accordingly.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of 8.75% which will be fixed for the first five year time period only. Interest thereafter will be at a variable rate of Lenders Prime Rate, currently 8.50% plus 1.00%.

and shall be payable with each principal payment

as billed.

If a payment is made more than 15 days after its scheduled due date, a late

charge of 5% of the payment amount or a minimum of \$5.00 will be charged.

**SECURITY INTEREST:** As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any of Debtor's ("Debtor"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including endorses, sureties and guarantors property for the purpose of securing the Liabilities. Debtor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Debtor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Debtor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Debtor to Debtor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Debtor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

☐ If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

19\_\_\_\_, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

**UNCONDITIONAL LIABILITY:** Debtor's liability shall be unconditional and without regard to the liability of any other Debtor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Debtor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Debtor and without affecting Debtor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

**EVENTS OF DEFAULT:** Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Debtor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Debtor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Debtor under any provision of any state or federal law or statute alleging that such Debtor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Debtor or any of Debtor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Debtor; (5) the occurrence of any substantial change in the financial condition of any Debtor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Debtor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Debtor who is a natural person; (8) if any information or signature furnished to Lender by any Debtor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Debtor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

**LENDER'S RIGHTS UPON DEFAULT:** Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

(1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefor; (2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them; (3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Debtor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshaling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Debtor has any right, title or interest against any of the Debtor's Liabilities to Lender in any manner that Lender may determine.

(4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

**WARRANT OF ATTORNEY:** Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action of replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquiry on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisal, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is strict or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and Confess Judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Lender may only be done to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

## THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Name (SEAL)

Robert Duval and Bryce Hathaway Real Estate Partnership

Name of Corporation or Partnership

Name (SEAL)

By: Thomas R. Duval, Partner

Name (SEAL)

Attest: Bryce Hathaway

Name and Title Bryce Hathaway, Partner

**PREPAYMENTS:** Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

**DISBURSEMENT OF PROCEEDS:** Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

**RIGHT TO COMPLETE NOTE:** Lender may at any time and from time to time, without notice to any Obligor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Debtors to Lender.

**MISCELLANEOUS:** Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest hereon shall become effective on the days on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.

**EXHIBIT "B"**



<b>ROBERT DUVAL &amp; BRYCE HATHAWAY</b> <b>REAL ESTATE PARTNERSHIP</b> RR 1, Box 54 Grampian, PA 16838-9708	<b>CLEARFIELD BANK &amp; TRUST COMPANY</b> 11 N. 2nd St., P.O. Box 171 Clearfield, PA 16830	Loan Number <u>653837</u> Date <u>10/21/99</u> Maturity Date <u>04/21/15</u> Loan Amount <u>\$ 95,990.00</u> Renewal Of _____
<b>BORROWER'S NAME AND ADDRESS</b> <small>"I" includes each borrower above, joint and severally.</small>	<b>LENDER'S NAME AND ADDRESS</b> <small>"You" means the lender, its successors and assigns.</small>	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of Ninety Five Thousand Nine Hundred Ninety and 00/100----- Dollars \$ 95,990.00

☐ Single Advance: I will receive all of this principal sum on \_\_\_\_\_. No additional advances are contemplated under this note.

☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On 10/21/99 I will receive the amount of \$ .00 and future principal advances are contemplated.

Conditions: The conditions for future advances are per contractors draw schedule and customers approval

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_.

☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from October 21, 1999 at the rate of 9.0000 per year until April 21, 2015

☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as \_\_\_\_\_ A change in the interest rate will take effect \_\_\_\_\_

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ % The rate may not change more than \_\_\_\_\_ % each \_\_\_\_\_

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a 365/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to \_\_\_\_\_

☒ LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% of the payment, with a \$5.00 minimum charge

☐ RETURNED CHECK CHARGE: I agree to pay a fee of \$ \_\_\_\_\_ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: Commitment Fee - \$240.00

PAYMENTS: I agree to pay this note as follows:

☒ Interest: I agree to pay accrued interest **\*\*See additional terms below\*\***

☒ Principal: I agree to pay the principal **\*\*See additional terms below\*\***

☒ Installments: I agree to pay this note in 180 payments. The first payment will be in the amount of \$ 974.04 and will be due May 21, 2000 monthly. A payment of \$ 974.04 will be due \_\_\_\_\_

unpaid balance of principal and interest will be due April 21, 2015 thereafter. The final payment of the entire

☒ **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to you, by signing below Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

Thomas R. Duval Bryce Hathaway  
 Thomas R. Duval Bryce Hathaway

ADDITIONAL TERMS:

Lender will bill Borrower for interest only payments based on the principal amounts outstanding during the 6 month construction phase.

PURPOSE: The purpose of this loan is Commercial Building Addition

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):

Commercial Mortgage Dated 10/21/99

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

**SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.**

Thomas R. Duval  
 Thomas R. Duval

Bryce Hathaway  
 Bryce Hathaway

William E. Wood  
 President & CEO

**DEFINITIONS:** As used on page 1, "[X]" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW:** The law of the state of Pennsylvania will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the earliest of the following:

- the date of the last scheduled payment indicated on page 1 of this note;
- the date you accelerate payment on the note; or
- after the entry of judgment on this note by confession or otherwise and applies to amounts owed under this note on any such judgment until paid in full.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**ADVANCE PROCEDURE AND MEANS:** You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- any deposit account balance I have with you;
- any money owed to me on an item presented to you or in your possession for collection or exchange; and
- any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

- You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- You may refuse to make advances to me or allow purchases on credit by me.
- You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

- demand payment of amounts due (presentment);
- obtain official certification of nonpayment (protest); or
- give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that I have not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

**CREDIT INFORMATION:** I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

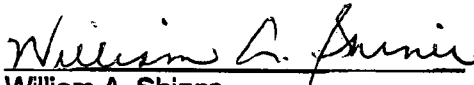
DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
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COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CLEARFIELD )

**AFFIDAVIT**

I, William A. Shiner, am Senior Vice President for Clearfield Bank & Trust Co., Plaintiff in the above captioned action and a person authorized to make this Affidavit on behalf of the Plaintiff, hereby certifies that the averments contained in the foregoing Complaint are true and correct to the best of my knowledge and information.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsification to authorities.

  
William A. Shiner  
Senior Vice President  
Clearfield Bank & Trust Co., Plaintiff

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

CLEARFIELD BANK & TRUST CO.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
ROBERT DUVAL and BRYCE HATHAWAY	)	
REAL ESTATE PARTNERSHIP,	)	
	)	
Defendant.	)	

**CONFESSION OF JUDGMENT**

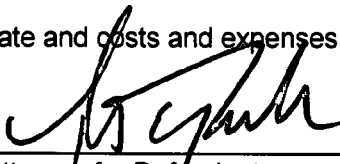
Pursuant to the authority contained in the Warrant of Attorney contained in Note-1 and Note-2 copies of which are attached to the Complaint filed in this action as Exhibits "A" and "B" respectively, I hereby appear for the Defendants and confess judgment in favor of the Plaintiff and against the Defendant as follows:

Principal Debt (Note-1):	\$248,533.61
Interest Accrued through April 1, 2002 (Note-1):	7,393.35
(per diem \$59.57997) (Note-1)	
Late Charges (Note-1):	569.92
Attorney's Commission of 15% (Note-1):	37,280.04
Total (Note-1):	\$293,776.92

Principal Debt (Note-2):	\$90,864.36
Interest Accrued through April 1, 2002 (Note-2):	2,982.67
(per diem \$22.40491) (Note-2)	
Late Charges (Note-2):	20.00
Attorney's Commission of 15% (Note-2):	13,629.65
Total (Note-2):	\$107,496.68

<b>GRAND TOTAL:</b>	<b>\$401,273.60*</b>
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\*Plus interest accruing at the contract rate and costs and expenses of suit.

  
\_\_\_\_\_  
Attorney for Defendants  
pro hac vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
ROBERT DUVAL and BRYCE HATHAWAY	)	
REAL ESTATE PARTNERSHIP,	)	
	)	
Defendant.	)	

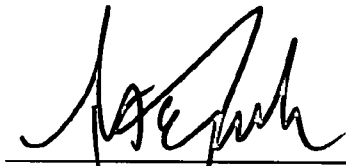
**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of the Plaintiff is:

Clearfield Bank & Trust Co.  
11 N. Second Street  
Clearfield, Pa 16830

and the last known address of the Defendant is:

RR1, Box 54  
Grampian, PA 16838

  
\_\_\_\_\_  
Attorney for Plaintiff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

vs.

ROBERT DUVAL and BRYCE HATHAWAY  
REAL ESTATE PARTNERSHIP,

Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

No. 02-556 CD

NOTICE OF ENTRY OF JUDGMENT

TO: Thomas R. Duval  
General Partner  
RR1, Box 54  
Grampian, PA 16838

You are hereby notified that a judgment was entered against you by confession in the  
above captioned proceeding on April 10, 2002.

The amount of the judgment is \$401,273.60.

A copy of the complaint is enclosed.



\_\_\_\_\_  
Prothonotary, Clearfield County

✓

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK &  
TRUST COMPANY,

Plaintiff,

vs.

ROBERT DUVALL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP

Defendants.

CIVIL DIVISION

Case No. 02-556-CD

MOTION FOR SPECIAL  
SERVICE ORDER

Filed on behalf of CLEARFIELD BANK &  
TRUST COMPANY, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
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

FILED

SEP 25 2002

M 11:00 (WAS)  
William A. Shaw  
Prothonotary *REP*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK &	)	CIVIL DIVISION
TRUST COMPANY,	)	
	)	
Plaintiff,	)	Case No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendants.	)	

**MOTION FOR SPECIAL SERVICE ORDER**

AND NOW COMES the Plaintiff, by and through its counsel, Tucker Arensberg, P.C., and moves this Court for a Special Order pursuant to Pa. R.C.P. No. 430, stating as follows:

1. Plaintiff filed its Complaint in Confession of Judgment on April 10, 2002.
2. The Complaint seeks entry of judgment by confession against the Defendant on three Notes in the total amount of \$401,273.60.
3. On or about August 28, 2002, Plaintiff filed its Praecipe for Writ of Execution in Mortgage Foreclosure with the Clearfield County Prothonotary, which Writ was subsequently delivered to the Sheriff of Clearfield County, Pennsylvania to place the mortgaged premises at R.R. 1, Box 328A, Clearfield, Pennsylvania 16830 ("Mortgaged Premises") on the next available sheriff's sale list.
4. The Sheriff's Sale on the Mortgaged Premises has been set for November 1, 2002.



5. As the Defendant is no longer in business, Plaintiff is requesting service of the Writ and Notice of Sheriff's Sale on the individual named partners of Defendant, Robert Duval and Bryce Hathaway.

6. Since receiving the Writ on the Mortgaged Premises, the sheriff's office has attempted service on Robert Duval and Bryce Hathaway Real Estate Partnership c/o Robert Duval, at his last known address of R.R. 1, Box 54, Grampian, Pennsylvania 16838, and has been unable to complete service on Robert Duval because it seems that he has moved and left no forwarding address.

7. Plaintiff has obtained service on Bryce Hathaway by certified mail return receipt requested at his address of 7821 Locust Wood Road, Severn, Maryland 21144. A true and correct copy of the certified mail receipt verifying service on Bryce Hathaway is attached hereto and incorporated herein as Exhibit "A".

8. On or about September 17, 2002, Plaintiff requested a Freedom of Information Search from the Grampian, Pennsylvania Postmaster. The results of that search indicate that "This person's mail is currently on hold. They have been picking it up less than occasionally and many pieces of certified mail have been returned to sender unclaimed." A true and correct copy of that Freedom of Information Search is attached hereto and incorporated herein as Exhibit "B".

9. The Plaintiff has made a good faith effort to locate Robert Duval within the time limits required for service as demonstrated by the following actions:

- (a) direct call by sheriff's office on Robert Duval at the last known property address; and
- (b) inquiry to the United States postal authorities pursuant to the Freedom of Information Act, 39 C.F.R., Part 265.

Attached hereto marked as Exhibit "C" is the affidavit required by PA. R.C.P. 430 stating the nature and extent of the investigation made by Plaintiff.

10. Plaintiff, through its efforts, specifically its inquiries to the U.S. postal authorities, has been unable to determine that Defendant, Robert Duval and Bryce Hathaway Real Estate Partnership c/o Robert Duval, does not currently reside at R.R. 1, Box 54, Grampian, Pennsylvania 16838, but has not been able to complete service on Defendant, Robert Duval and Bryce Hathaway Real Estate Partnership c/o Robert Duval.

WHEREFORE, Plaintiff moves this Honorable Court for a Special Service Order permitting service of the Writ, and all other pleadings/notices in connection with this action, upon Defendant, Robert Duval and Bryce Hathaway Real Estate Partnership c/o Robert Duval, at his last known address of R.R. 1, Box 54, Grampian, Pennsylvania 16838, by certified mail, return receipt requested, and ordinary mail; or by posting the Mortgaged Premises at R.R. 1, Box 328A, Clearfield, Pennsylvania 16830, completion of any of the above to be deemed as effecting service.

Respectfully submitted,

TUCKER ARENSBERG, P.C.



---

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

Attorneys for Plaintiff

183061.1:BF  
13828-105220

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

**OFFICIAL USE**

7000 1530 0004 9703 9387

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

917-02

Sent To Robert Duval and Bryce Hathaway  
 Real Estate Partnership  
 Street, Apt. No., or PO Box No. c/o Bryce Hathaway  
 City, State, ZIP+4 7821 Locust Wood Road  
 Severn, MD 21144  
 PS Form 3800, May 2000 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Robert Duval and Bryce Hathaway  
 Real Estate Partnership  
 c/o Bryce Hathaway  
 7821 Locust Wood Road  
 Severn, MD 21144

**2. Article Number**

(Transfer from service label)

7000 1530 0004 9703 9387

PS Form 3811, August 2001

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

X Bryce Hathaway

- ☐ Agent  
☐ Addressee

**B. Received by (Printed Name)**

X Bryce Hathaway

**C. Date of Delivery**

9/20/01

**D. Is delivery address different from item 1?**

If YES, enter delivery address below:

- ☐ Yes  
☐ No

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**

- ☐ Yes

Domestic Return Receipt

13828-105220

102595-02-M-0835

**EXHIBIT**

tabbles

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

TO: Robert Duval and Bryce Hathaway  
Real Estate Partnership  
c/o Bryce Hathaway  
7821 Locust Wood Road  
Severn, Maryland 21144

Your Real Estate at R.R. 1, Box 328A, Woodland, Pennsylvania 16881, is scheduled to be sold at Sheriff's Sale on Friday, November 1, 2002, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of Clearfield Bank & Trust Co. obtained by the Bank against you.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.**

To prevent this Sheriff's Sale, you must take immediate action:

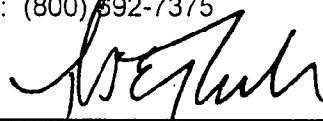
1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Thomas E. Reiber, Esquire at Tucker Arensberg, P.C. (412) 594-5563.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact an attorney, the more chance you will have of stopping the sale. (See notice on next page to find out how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY, AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
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3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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Lawyer Referral Service  
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P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 592-7375



---

Thomas E. Reiber, Esquire  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for Clearfield Bank & Trust Co.,  
Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an existing rebar with cap said point being the Northeast corner of Bell Atlantic Mobile Systems, Inc. lot as described in Deed Book 1609, Page 188 and recorded in the Clearfield County Recorder of Deeds Office, said point also being on the Westerly right-of-way line of Township Road 150; thence N 50° 47' 58" W along the Northerly line of said Bell Atlantic Mobile Systems, Inc. lot, a distance of 295.37' to an existing rebar with cap; thence N 81° 38' 28" W still along said Northerly line, a distance of 537.83' to a point on the Easterly right-of-way line of the Pennsylvania Electric Company as recorded in Miscellaneous Book 875, Page 217, thence N 14° 49' 35" E along said Easterly right-of-way line, a distance of 588.00' to a point on the Southerly right-of-way line of the Commonwealth of Pennsylvania Department of Transportation (Interstate 80), said line also being the Northerly line of the parent tract of property owned by John B. and Patricia L. Lansberry as recorded in Deed Book 1400, Page 212, thence S 80° 14' 36" E along the said Southerly right-of-way line, a distance of 648.10' to a point; thence N 09° 45' 24" E still along said right-of-way line, a distance of 70.00' to a point; thence, S 80° 14' 36" E along said right-of-way line, a distance of 304.58' to a point, said point being the intersection of the said Southerly right-of-way line and the Easterly line of the previously mentioned parent tract; thence S 08° 36' 39" W along said Easterly line of the John B. and Patricia L. Lansberry parcel, a distance of 401.80' to a point, said point along being on the Westerly right-of-way line of Township Road 150; thence, S 39° 11' 09" W along said Westerly right-of-way line, a distance of 443.25' to a point and place of beginning. CONTAINING 596676 square feet or 13.6978 acres.

SUBJECT HOWEVER, to any and all restrictions, exceptions, reservations, easements, and conditions as contained in prior instruments of record.

BEING the same premises granted and conveyed to Robert Duval and Bryce Hathaway Real Estate Partnership by deed of Moshannon Valley Economic Development Partnership, Inc. dated August 31, 2000 and recorded on September 7, 2000 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 2000, page 13234.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire



September 17, 2002

U.S. Postmaster  
Grampian, PA 16838

Request for Boxholder Information and/or  
Request for Change of Address  
Needed for Service of Legal Process

Please furnish the new address or the name and street address for the following:

Name: Robert Duval

Address: R.R. 1, Box 54, Grampian, Pennsylvania 16838

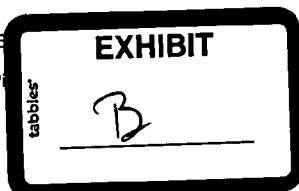
NOTE: The name and last known address are required for change of address information.

The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute):  
Not applicable
3. The names of all known parties to the litigation: Clearfield Bank & Trust Co. vs.  
Robert Duval and Bryce Hathaway Real Estate Partnership
4. The court in which the case has been or will be heard: Court of Common Pleas of  
Clearfield County, Pennsylvania
5. The docket or other identifying number if one has been issued: 02-556-CD
6. The capacity in which this individual is to be served (e.g., defendant or witness):  
Defendant

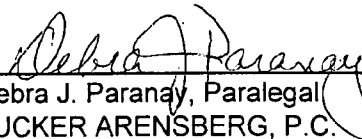
**WARNING**

The submission of false information either to obtain and use change of address information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment of no more than five years, or both (Title 18 U.S.C. Section 1001).



September 17, 2002  
Page 2

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Debra J. Parany, Paralegal  
TUCKER ARENSBERG, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

FOR POST OFFICE USE ONLY

- ☐ No change of address order on file  
☐ Not known at address given.  
☐ Moved, left no forwarding address.  
☐ No such address.


BOXHOLDER  
NAME & STREET ADDRESS

and/or

NEW ADDRESS  
NAME AND STREET ADDRESS

182725.1:BF  
13828-105220

Debbie this person's name is  
currently on hold. They have  
been picking it up less than  
occasionally & many pcs of  
Certified mail have been returned  
to sender unclaimed. If you  
have any further questions  
may call. 814.236.2370

Thanks  
  
Tommeddy  
Postmaster  
Greensboro NC 27438



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned Notary Public in and for aforesaid Commonwealth and County, did personally appear Thomas E. Reiber, Esquire, attorney for Clearfield Bank & Trust Company, who being duly sworn according to law, deposes and says the following:

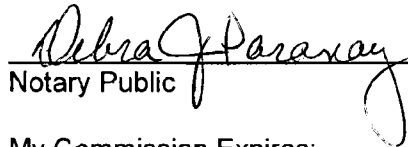
That Clearfield Bank & Trust Company:

- (1) Attempted personal service through the Sheriff of Clearfield County, Pennsylvania;
- (2) made inquiry to the U.S. Postal Service for information concerning the forwarding address of Robert Duval, named partner of Defendant; and
- (3) has been unable to definitely determine that Robert Duval does not reside at R.R. 1, Box 54, Grampian, Pennsylvania 16838.

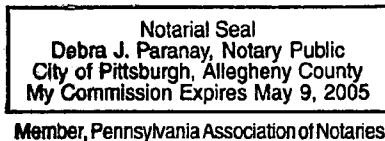


Thomas E. Reiber, Esquire  
Attorney for Clearfield Bank & Trust Company,  
Plaintiff

Sworn to and subscribed before me  
this 24th day of September, 2002.

  
Notary Public

My Commission Expires:



183061.1:BF  
13828-105220

CLEARFIELD BANK &  
TRUST COMPANY,

Plaintiff,

**VS.**

ROBERT DUVALL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP,

**Defendants.**

CIVIL DIVISION

Case No. 02-556-CD

**ORDER OF COURT**

AND NOW, this 26<sup>th</sup> day of September, 2002, the within Motion of

Clearfield Bank & Trust Company, is **GRANTED**. It is hereby ORDERED that Plaintiff shall serve Defendant, Robert Duval and Bryce Hathaway Real Estate Partnership c/o Robert Duval, with the Writ and Notice of Sheriff's Sale, and all other pleadings/notices in connection with this action, by sending copies thereof by certified mail, return receipt requested and ordinary mail to Robert Duval's last known address of R.R. 1, Box 54, Grampian, Pennsylvania 16838, or by posting the Mortgaged Premises at R.R. 1, Box 328A, Clearfield, Pennsylvania 16830, completion any of the above to be deemed as effecting service on Defendant.

**J**

183061.1:BF  
13828-105220

**FILED**

SEP 26 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

vs.

ROBERT DUVALL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP,

Defendant.

CIVIL DIVISION

No. 02-556-CD

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO DEFENDANTS AND LIEN  
CREDITORS PURSUANT TO  
PA. R.C.P. 3129.1

Filed on behalf of CLEARFIELD BANK &  
TRUST CO., Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
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

**SALE DATE: NOVEMBER 1, 2002**

FILED

OCT 28 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

**VERIFICATION OF SERVICE OF NOTICE OF SALE  
TO DEFENDANT AND LIEN CREDITORS**

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendant on the 17th day of September, 2002, and that the Notice of Sale was received by Defendant, Robert Duval and Bryce Hathaway Real Estate Partnership, in Grampian, Pennsylvania on October 2, 2002, and in Severn, Maryland on September 20, 2002. True and correct copies of the Certified Mail Receipts are attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on the 17th day of September, 2002, as evidenced by P.S. Forms 3817 attached hereto as Exhibit "B".



Thomas E. Reiber, Esquire

Sworn to and subscribed before me  
this 24th day of October, 2002.

  
Notary Public

My Commission Expires:

Notarial Seal  
Debra J. Paranay, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires May 9, 2005  
Member, Pennsylvania Association of Notaries

185383.1:BF/#13828-105220

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

OFFICIAL USE

7000 1530 0004 9702 7223

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here  
9-17-02

Sent to Robert Duval and Bryce Hathaway  
Real Estate Partnership  
Street, Apt. No. or PO Box No.  
R.R. 1, Box 54  
City, State, ZIP+4  
Grampian, PA 16838  
PS Form 3800, May 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Robert Duval and Bryce  
Hathaway Real Estate  
Partnership  
R.R. 1, Box 54  
Grampian, PA 16838

COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail
- ☐ Express Mail
- ☐ Registered / Return Receipt for Merchandise
- ☐ Insured Mail
- ☐ C.O.D.
- ☐ Restricted Delivery? (Extra Fee)
- ☐ Yes

2. Article Number (Transfer from service label) 7000 1530 0004 9702 7223

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-0835

13828-105220

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Robert Duval and Bryce Hathaway  
Real Estate Partnership  
c/o Bryce Hathaway  
7821 Locust Wood Road  
Severn, MD 21144

COMPLETE THIS SECTION ON DELIVERY

A. Signature

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail
- ☐ Express Mail
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- ☐ Insured Mail
- ☐ C.O.D.
- ☐ Restricted Delivery? (Extra Fee)
- ☐ Yes

2. Article Number (Transfer from service label) 7000 1530 0004 9703 9387

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-0835

13828-105220

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

9-17-02

Sent to Robert Duval and Bryce Hathaway  
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c/o Bryce Hathaway  
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EXHIBIT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

TO: Robert Duval and Bryce Hathaway  
Real Estate Partnership  
R.R. 1, Box 54  
Grampian, Pennsylvania 16838

Your Real Estate at R.R. 1, Box 328A, Woodland, Pennsylvania 16881, is scheduled to be sold at Sheriff's Sale on Friday, November 1, 2002, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of Clearfield Bank & Trust Co. obtained by the Bank against you.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.**

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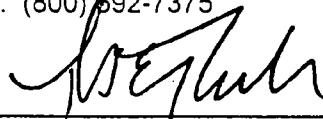
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(412) 566-1212  
Attorneys for Clearfield Bank & Trust Co.,  
Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

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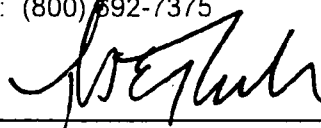
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3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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

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



---

Thomas E. Reiber, Esquire  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for Clearfield Bank & Trust Co.,  
Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

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

Received From:

Debbie Parany  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:

Clearfield County Treasurer  
P. O. Box 289  
Clearfield, PA 16830

PS Form 3817, Mar. 1989 13828-105220 (Buyer)



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US POSTAGE

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
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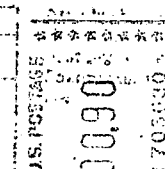
Received From:

Debbie Parany  
Tucker Arensberg, P.C.  
1500 One PPG Place  
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One piece of ordinary mail addressed to:

Clearfield County Tax Claims  
Clearfield County Courthouse  
1 North Second Street  
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PS Form 3817, Mar. 1989 13828-105220 (Buyer)



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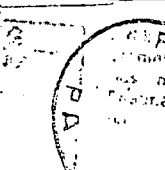
Received From:

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Pittsburgh, PA 15222

One piece of ordinary mail addressed to:

PIDA  
480 Forum Building  
Harrisburg, PA 17120

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EXHIBIT

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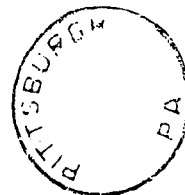
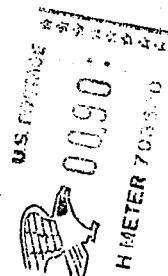
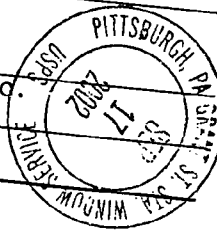
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Debbie Parany  
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2289 Barrett Road  
Woodland, PA 16881

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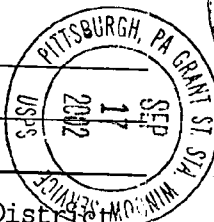
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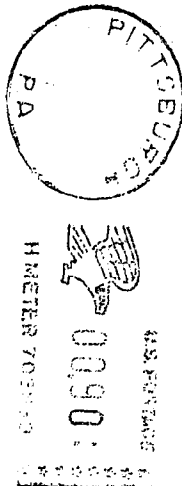
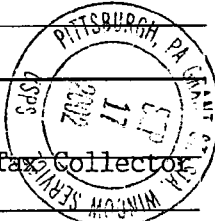
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2289 Barnett Road  
Woodland, PA 16881

PS Form 3817, Mar. 1989 13828-105220 (Buyce)





September 17, 2002

Clearfield County Treasurer  
P. O. Box 289  
Clearfield, PA 16830

Suggested Reference: Tax Parcel No.: 106-M8-121

Re: Clearfield Bank & Trust Co. vs.  
Robert Duvall and Bryce Hathaway Real Estate Partnership  
No. 02-556-CD in the Court of Common Pleas of Clearfield County

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Dear Lienholder:

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Very truly yours,

TUCKER ARENSBERG, P.C.



Thomas E. Reiber

:djp  
Enclosures

180431.1:BF/#13828-105220

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
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HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire



September 17, 2002

Clearfield County Tax Claim  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Suggested Reference: Tax Parcel No.: 106-M8-121

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180431.1:BF/#13828-105220

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

# TUCKER ARENSBERG, P.C.



Thomas E. Reiber 412-594-5563  
treiber@tuckerlaw.com

September 17, 2002

Bradford Township  
c/o Christine Amon, Tax Collector  
P. O. Box 7  
2289 Barrett Road  
Woodland, PA 16881

Suggested Reference: Tax Parcel No.: 106-M8-121

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YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$401,273.60, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

Thomas E. Reiber

:djp

Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5519 1804311:BF/#13828-105220

Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com  
www.tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

**LEGAL DESCRIPTION OF REAL ESTATE**

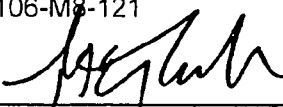
ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an existing rebar with cap said point being the Northeast corner of Bell Atlantic Mobile Systems, Inc. lot as described in Deed Book 1609, Page 188 and recorded in the Clearfield County Recorder of Deeds Office, said point also being on the Westerly right-of-way line of Township Road 150; thence N 50° 47' 58" W along the Northerly line of said Bell Atlantic Mobile Systems, Inc. lot, a distance of 295.37' to an existing rebar with cap; thence N 81° 38' 28" W still along said Northerly line, a distance of 537.83' to a point on the Easterly right-of-way line of the Pennsylvania Electric Company as recorded in Miscellaneous Book 875, Page 217, thence N 14° 49' 35" E along said Easterly right-of-way line, a distance of 588.00' to a point on the Southerly right-of-way line of the Commonwealth of Pennsylvania Department of Transportation (Interstate 80), said line also being the Northerly line of the parent tract of property owned by John B. and Patricia L. Lansberry as recorded in Deed Book 1400, Page 212, thence S 80° 14' 36" E along the said Southerly right-of-way line, a distance of 648.10' to a point; thence N 09° 45' 24" E still along said right-of-way line, a distance of 70.00' to a point; thence, S 80° 14' 36" E along said right-of-way line, a distance of 304.58' to a point, said point being the intersection of the said Southerly right-of-way line and the Easterly line of the previously mentioned parent tract; thence S 08° 36' 39" W along said Easterly line of the John B. and Patricia L. Lansberry parcel, a distance of 401.80' to a point, said point along being on the Westerly right-of-way line of Township Road 150; thence, S 39° 11' 09" W along said Westerly right-of-way line, a distance of 443.25' to a point and place of beginning. CONTAINING 596676 square feet or 13.6978 acres.

SUBJECT HOWEVER, to any and all restrictions, exceptions, reservations, easements, and conditions as contained in prior instruments of record.

BEING the same premises granted and conveyed to Robert Duval and Bryce Hathaway Real Estate Partnership by deed of Moshannon Valley Economic Development Partnership, Inc. dated August 31, 2000 and recorded on September 7, 2000 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 2000, page 13234.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire



September 17, 2002

Thomas E. Reiber 412-594-5563  
treiber@tuckerlaw.com

Clearfield County  
c/o Christine Amon, Tax Collector  
P. O. Box 7  
2289 Barrett Road  
Woodland, PA 16881

Suggested Reference: Tax Parcel No.: 106-M8-121

Re: Clearfield Bank & Trust Co. vs.  
Robert Duvall and Bryce Hathaway Real Estate Partnership  
No. 02-556-CD in the Court of Common Pleas of Clearfield County

**NOTICE TO LIENHOLDER:**

Dear Lienholder:

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Thomas E. Reiber

:djp

Enclosures

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Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

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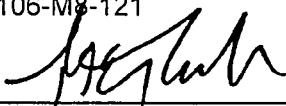
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire



September 17, 2002

PIDA  
480 Forum Building  
Harrisburg, PA 17120

Suggested Reference: Mortgage signed by Moshannon Valley EDPI dated 06/08/98;  
recorded MBV 1946, page 205

Re: Clearfield Bank & Trust Co. vs.  
Robert Duvall and Bryce Hathaway Real Estate Partnership  
No. 02-556-CD in the Court of Common Pleas of Clearfield County

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:djp  
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1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619

Pittsburgh Airport Area • Harrisburg

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

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

Sheriff Docket #

13036

CLEARFIELD BANK & TRUST

02-556-CD

VS.

DUVALL, ROBERT

WRIT OF EXECUTION    REAL ESTATE

**SHERIFF RETURNS**

---

NOW, SEPTEMBER 16, 2002 @ 1:19 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS, ROBERT DUVALL AND BRYCE HATHAWAY THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF NOVEMBER , 2002 WAS SET.

NOW, SEPTEMBER 17, 2002 INFORMED ATTORNEY UNABLE TO COMPLETE SERVICE ON ROBERT DUVALL.

NOW, SEPTEMBER 26, 2002 RECEIVED COURT ORDER FOR SERVICE OF ROBERT DUVALL AND BRYCE HATHAWAY REAL ESTATE PARTNERSHIP BY CERTIFIED AND REGULAR MAIL OR BY BOSTING MORTGAGED PREMISES.

NOW, SEPTEMBER 26, 2002 DEPUTIZED ANNE ARUNDEL COUNTY, MARYLAND TO SERVE BRYCE HATHAWAY.

NOW, SEPTEMBER 25, 2002 BUTCH BENTE DEPUTY SHERIFF OF ANNE ARUNDEL COUNTY , MARYLAND DERIVED BRYCE HATHAWAY BY HANDING TO BRYCE HATHAWAY AT HIS RESIDENCE 7821 LOCUST WOOD ROAD, SEVERN, MARYLAND, A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 1, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS

NOW, NOVEMBER 12, 2002 BILLED ATTORNEY FOR COSTS DUE.

NOW, NOVEMBER 25, 2002 RECEIVED CHECK FROM PLAINTIFF TO PAY COSTS.

NOW, DECEMBER 12, 2002 PAID COSTS DUE WITH ADVANCE AND CHECK FROM ATTORNEY.

**FILED**  
01/3:09:51  
DEC 17 2002

William A. Shaw  
Prothonotary

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

Sheriff Docket #

13036

CLEARFIELD BANK & TRUST

02-556-CD

VS.

DUVALL, ROBERT

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, DECEMBER 17, 2002 RETURN WRIT AS SALE BEING HELD ON THE PROPERTY  
OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR  
\$1.00 + COSTS.

NOW, DECEMBER 17, 2002 FILED DEED.

SHERIFF HAWKINS \$ 234.91

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

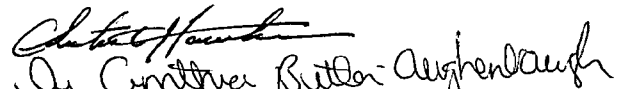
17<sup>th</sup> Day Of December 2002

  
WILLIAM A. SHAW

Prothonotary

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

So Answers,

  
By Cynthia Butler-Aughenbaugh

Chester A. Hawkins

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 TO 3183 and Rule 3257

CLEARFIELD BANK & TRUST CO.,

vs.

ROBERT DUVAL AND BRYCE

HATHAWAY REAL ESTATE PARTNERSHIP)

No. \_\_\_\_\_ Term 1999 E.D.

No. \_\_\_\_\_ Term \_\_\_\_\_ A.D.

No. 556 Term 2002

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically describe property below):

ALL the right, title, interest and claims of Robert Duvall and Bryce Hathaway Real Estate Partnership of, in and to the following described property:

ALL that certain parcel situate in the Township of Bradford, being more fully described at DBV 2000, page 13234.

BEING a lot with improvements thereon known as R.R. 1, Box 328A, Clearfield, PA; Tax Parcel No. 106-M8-121.

Judgment Amount ..... \$401,273.60

Interest from 04/01/02 through 08/31/02  
at \$59.57997 per diem ("Note-1") ..... 9,056.16

Interest from 04/01/02 through 08/31/02  
at \$22.40491 per diem ("Note-2") ..... 3,405.55

Late fees (5% of \$2849.58/mo. pmt. or \$142.48/mo.  
for months of April, May, June, July 2002) ("Note-1") ..... 569.92

Late fees (5% of \$974.04/mo. pmt. or \$48.70/mo.  
for months of April, May, June, July 2002) ("Note-2") ..... 194.80

Foreclosure Fees ..... 7,205.00

Sub-total..... \$421,705.03

Additional Interest to Sale Date  
(to be added by Sheriff) .....

Costs (to be added by the Prothonotary) ..... 100.00

Total ..... \$ \_\_\_\_\_, plus costs as endorsed

Received 8/22/02 @ 3:30 P.M.  
Chester A. Baubers  
By Cynthia Butler-Aughanbaugh  
Dated: August 22, 2002

(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: William L. Liska  
Deputy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_ Term 1999 E.D.  
No. \_\_\_\_\_ Term \_\_\_\_\_ A.D.  
No. 556 Term 2002

CLEARFIELD BANK & TRUST CO.

vs.

ROBERT DUVAL AND BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Pro Pd. \$100.00

Judg. Fee

Cr.

Sat.

Thomas E. Reiber, Esquire  
Brett A. Solomon, Esquire  
Attorneys for Plaintiff

Address: 1500 One PPG Place  
Pittsburgh, PA 15222

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME      DUVALL                      NO.      02-556-CD

NOW, NOVEMBER 1, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 1ST day of NOV. 2002, I exposed the within described real estate of ROBERT DUVALL AND BRYCE HATHAWAY REAL ESTATE PARTNERSHIP to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK & TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	7.80
LEVY	15.00
MILEAGE	3.25
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	8.86
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	15.00

**TOTAL SHERIFF COSTS                      234.91**

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

## DEBIT & INTEREST:

DEBT-AMOUNT DUE	401,273.60
INTEREST FROM 4/1 TO 8/31/02@59.5799%	9,056.16
INTEREST FROM 4/1 TO 8/31/02@\$22.404%	3,405.55

**TOTAL DEBT & INTEREST                      413,735.31**

## COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	464.31
LATE CHARGES & FEES	
TAXES - collector	16,218.76
TAXES - tax claim	13,246.67
COSTS	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
ATTORNEY COMMISSION	
SHERIFF COSTS	234.91
LEGAL JOURNAL AD	180.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	100.00
MORTGAGE SEARCH	40.00

## SATISFACTION FEE

**ESCROW DEFICIENCY**  
**MUNICIPAL LIEN**

**TOTAL COSTS                      30,618.15**

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK &  
TRUST COMPANY,

Plaintiff,

vs.

ROBERT DUVALL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP,

Defendants.

CIVIL DIVISION

Case No. 02-556-CD

**ORDER OF COURT**

AND NOW, this 26<sup>th</sup> day of September, 2002, the within Motion of Clearfield Bank & Trust Company, is **GRANTED**. It is hereby ORDERED that Plaintiff shall serve Defendant, Robert Duval and Bryce Hathaway Real Estate Partnership c/o Robert Duval, with the Writ and Notice of Sheriff's Sale, and all other pleadings/notices in connection with this action, by sending copies thereof by certified mail, return receipt requested and ordinary mail to Robert Duval's last known address of R.R. 1, Box 54, Grampian, Pennsylvania 16838, or by posting the Mortgaged Premises at R.R. 1, Box 328A, Clearfield, Pennsylvania 16830, completion any of the above to be deemed as effecting service on Defendant.

/s/ JOHN K. REILLY, JR.

J.

183061.1:BF  
13828-105220

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

SEP 26 2002

Attest.

*William L. Reilly*  
Prothonotary/  
Clerk of Courts



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-~~6009~~

59115

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

CLEARFIELD BANK & TRUST COMPANY

TERM & NO. 02-556-CD

VS

ROBERT DUVAL AND BRYCE HATHAWAY  
REAL ESTATE PARTNERSHIP

DOCUMENT TO BE SERVED:  
WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

### **SERVE BY:**

SEPTEMBER 30, 2002

**MAKE REFUND PAYABLE TO: ATTORNEY - RETURN TO BE SENT TO THIS OFFICE**

**SERVE: BRYCE HATHAWAY**

**ADDRESS: 7821 LOCUST WOOD ROAD, SEVERN, MD 21404**

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 ANNE ARUNDEL COUNTY Maryland to execute this writ. This Deputation being made at the request and risk of the Plaintiff this  
12TH Day of SEPTEMBER 2002.

Respectfully,

*Chester A. Hawkins*  
*By: Margaret Putt - Clerk*  
CHESTER A. HAWKINS,

SHERIFF OF CLEARFIELD COUNTY





Anne Arundel County Sheriff's Office  
P.O. Box 507, Annapolis, MD 21404

Administrative Office (410) 222-1571  
Administrative FAX (410) 222-1583

Civil Process Division	(410) 222-1189	FAX (410) 222-1262
Child Support Enforcement	(410) 222-1212	FAX (410) 222-1262
Courthouse Security Administration	(410) 222-1342	FAX (410) 222-1231
Courthouse Detention Command	(410) 222-1569	FAX (410) 222-1599
Warrant Division	(410) 222-1490	FAX (410) 222-1262
Warrant Recall and Dispatcher	(410) 222-1570	FAX (410) 222-1231

Sheriff George F. Johnson IV

### AFFIDAVIT OF SERVICE

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL

Deputy Sheriff Butch Bente # 0171, being first duly sworn, deposes and

says that ~~he~~she is a person over 21 years of age and has no interest whatsoever in the below entitled

action, and that on the 25th day of September, 2007, ~~he~~she served

Case # 02556 CD in Clearfield Bank & Trust Vs.

Robert Duvall & Bryce in the said action upon Bryce Hathaway  
Hathaway

by personally delivering a true copy of Writ of Execution, Notice of Sale, Copy of Levy

to ~~him~~her personally and leaving same at 7821 Locust Wood Road

Severn, MD 21144

(address of exact place where served)

in the County of Anne Arundel, in the State of Maryland.

D/B Bente 0171  
Signature of Deputy Sheriff

SUBSCRIBED and SWORN BEFORE ME THIS 7th day of October, 2007  
AND I hereby certify that under the laws of Maryland, I am authorized to administer oaths.

Debra E. Johnson  
Notary Public  
Anne Arundel County, Maryland  
Commission expires:  
My Commission Expires 1/1/06

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Bryce Hathaway  
7821 Locust Wood Road  
Severn, MD 21144

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)  
*Bryce Hathaway*

B. Date of Delivery  
*10-22-02*

C. Signature

*Bryce Hathaway* ☒ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from)

7001 1940 0001 9406 1393

PS Form 3811, July 1999

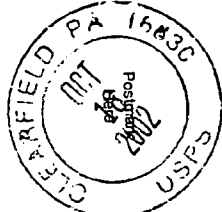
Domestic Return Receipt

102595-00-M-0952

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

**OFFICIAL**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.42



Sent to  
Bryce Hathaway  
Street, Apt. No.: 7821 Locust Wood Road  
or PO Box No.  
City, State, ZIP+4: Severn, MD 21144

PS Form 3800, January 2001

See Reverse for Instructions

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

CIVIL DIVISION

Plaintiff,

No. 02-556-CD

vs.

PETITION TO FIX FAIR MARKET VALUE

ROBERT DUVALL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP,

Defendant.

Filed on behalf of CLEARFIELD  
BANK & TRUST CO., Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
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

**FILED**

APR 30 2003  
012125/m  
William A. Shaw  
Prothonotary  
3 CENT TO AMT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

**IMPORTANT NOTICE**

YOU HAVE BEEN SUED IN COURT. THE PETITION SET FORTH IN THE FOLLOWING PAGES REQUESTS THE COURT TO DETERMINE THE AMOUNT WHICH SHOULD BE CREDITED AGAINST ANY LIABILITY YOU MAY HAVE TO THE PLAINTIFF AS A RESULT OF THE PURCHASE BY THE PLAINTIFF AT AN EXECUTION SALE OF THE REAL PROPERTY DESCRIBED IN THE PETITION. IF YOU WISH TO DEFEND AGAINST THE PETITION, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS PETITION AND NOTICE ARE SERVED UPON YOU BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTERS SET FORTH IN THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
200 E. Market Street  
Clearfield, Pennsylvania 16830  
Telephone: (814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

**PETITION TO FIX FAIR MARKET VALUE  
PURSUANT TO 42 PA. C.S.A. §8103(A)**

AND NOW, comes, Clearfield Bank & Trust Co. (the "Bank") by and through its attorneys, Tucker Arensberg, P.C., and files this petition to fix fair market value pursuant to 42 Pa. C.S.A. §8103(a), and in support thereof, avers as follows:

1. Clearfield Bank & Trust Co. ("Plaintiff"), is a corporation with business offices at 11 North Second Street, Clearfield, Pennsylvania 16830.
2. Defendant, Robert Duval and Bryce Hathaway Real Estate Partnership, is a Pennsylvania general partnership comprised of Thomas R. Duval and Bryce W. Hathaway, with a last known address of R.R. 1, Box 54, Grampian, Pennsylvania 16838.
3. This petition is filed pursuant to 42 Pa. C.S.A. §8103(a).
4. Defendant was the record and real owner of the property located in Bradford Township, Clearfield County, having a Clearfield County Tax Parcel I.D. No. of 106-M8-121 (the "Property"). The Property is more particularly described in Exhibit "A" hereto.
5. On or about April 10, 2002, the Bank filed a Confession of Judgment against the Defendant.

6. On or about August 22, 2002, the requested a Writ of Execution be issued from the Confessed Judgment in the amount of \$421,705.03, directing the Sheriff of Clearfield County to sell the Property.

7. on November 1, 2002, the Property was sold by the Sheriff pursuant to the Writ of Execution at 02-556-CD ("Sale").

8. Bank was the successful bidder at the sale, with a cost and tax bid of Thirty Thousand Six Hundred Eighteen and 15/100 dollars (\$30,618.15).

9. the Sheriff's Deed for the Property was executed and acknowledged by the Sheriff on December 17, 2002. A true and correct copy of the Sheriff's Deed is attached hereto and incorporated herein as Exhibit "B".

10. Bank believes that the fair market value of the Property is \$425,000.00 based upon discussions with potential purchasers. However, the Bank has no actual offers in hand, nor has it performed an appraisal of the property.

11. The Sheriff's schedule of distribution is attached hereto and incorporated herein as Exhibit "C".

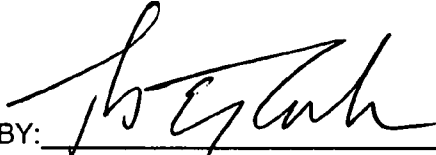
12. The Bank requests that this Honorable Court fix the fair market value of the Property at \$425,000.00.

13. The Bank further requests that this Honorable Court allow a credit for the cost and tax bid in the amount of \$30,618.15, which is added to the Writ of Execution amount of \$421,705.03, resulting in a total due the Bank from the Defendant in the amount of \$452,323.18.

Wherefore, Clearfield Bank & Trust Co., respectfully requests that this Court enter an Order fixing the fair market value of the Property as \$425,000.00, and fixing \$27,323.18 as the amount for determining the deficiency due to the bank, and granting the bank such other relief as this court deems just and proper.

Respectfully Submitted,

TUCKER ARENSBERG, P.C.

BY: 

---

THOMAS E. REIBER, ESQUIRE  
PA. I.D. NO. 41825

1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222  
(412) 566-1212  
Counsel for Clearfield Bank & Trust Co.,  
Plaintiff

EXHIBIT "A"



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 02-556-CD
	)	
vs.	)	
	)	
ROBERT DUVALL and BRYCE	)	
HATHAWAY REAL ESTATE	)	
PARTNERSHIP,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an existing rebar with cap said point being the Northeast corner of Bell Atlantic Mobile Systems, Inc. lot as described in Deed Book 1609, Page 188 and recorded in the Clearfield County Recorder of Deeds Office, said point also being on the Westerly right-of-way line of Township Road 150; thence N 50° 47' 58" W along the Northerly line of said Bell Atlantic Mobile Systems, Inc. lot, a distance of 295.37' to an existing rebar with cap; thence N 81° 38' 28" W still along said Northerly line, a distance of 537.83' to a point on the Easterly right-of-way line of the Pennsylvania Electric Company as recorded in Miscellaneous Book 875, Page 217, thence N 14° 49' 35" E along said Easterly right-of-way line, a distance of 588.00' to a point on the Southerly right-of-way line of the Commonwealth of Pennsylvania Department of Transportation (Interstate 80), said line also being the Northerly line of the parent tract of property owned by John B. and Patricia L. Lansberry as recorded in Deed Book 1400, Page 212, thence S 80° 14' 36" E along the said Southerly right-of-way line, a distance of 648.10' to a point; thence N 09° 45' 24" E still along said right-of-way line, a distance of 70.00' to a point; thence, S 80° 14' 36" E along said right-of-way line, a distance of 304.58' to a point, said point being the intersection of the said Southerly right-of-way line and the Easterly line of the previously mentioned parent tract; thence S 08° 36' 39" W along said Easterly line of the John B. and Patricia L. Lansberry parcel, a distance of 401.80' to a point, said point along being on the Westerly right-of-way line of Township Road 150; thence, S 39° 11' 09" W along said Westerly right-of-way line, a distance of 443.25' to a point and place of beginning. CONTAINING 596676 square feet or 13.6978 acres.

SUBJECT HOWEVER, to any and all restrictions, exceptions, reservations, easements, and conditions as contained in prior instruments of record.

BEING the same premises granted and conveyed to Robert Duval and Bryce Hathaway Real Estate Partnership by deed of Moshannon Valley Economic Development Partnership, Inc. dated August 31, 2000 and recorded on September 7, 2000 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 2000, page 13234.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

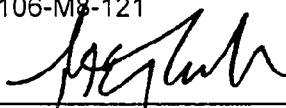
  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

EXHIBIT "B"

AFFIDAVIT No. 36051

## Know all Men by these Presents,

That I, Chester A. Hawkins, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$1.00 plus costs

, to me in hand, do hereby grant and convey to  
CLEARFIELD BANK & TRUST COMPANY

the following described property, to wit:

### LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at an existing rebar with cap said point being the Northeast corner of Bell Atlantic Mobile Systems, Inc. lot as described in Deed Book 1609, Page 188 and recorded in the Clearfield County Recorder of Deeds Office, said point also being on the Westerly right-of-way line of Township Road 150; thence N 50° 47' 58" W along the Northerly line of said Bell Atlantic Mobile Systems, Inc. lot, a distance of 295.37' to an existing rebar with cap; thence N 81° 38' 28" W still along said Northerly line, a distance of 537.83' to a point on the Easterly right-of-way line of the Pennsylvania Electric Company as recorded in Miscellaneous Book 875, Page 217, thence N 14° 49' 35" E along said Easterly right-of-way line, a distance of 588.00' to a point on the Southerly right-of-way line of the Commonwealth of Pennsylvania Department of Transportation (Interstate 80), said line also being the Northerly line of the parent tract of property owned by John B. and Patricia L. Lansberry as recorded in Deed Book 1400, Page 212, thence S 80° 14' 36" E along the said Southerly right-of-way line, a distance of 648.10' to a point; thence N 09° 45' 24" E still along said right-of-way line, a distance of 70.00' to a point; thence, S 80° 14' 36" E along said right-of-way line, a distance of 304.58' to a point, said point being the intersection of the said Southerly right-of-way line and the Easterly line of the previously mentioned parent tract; thence S 08° 36' 39" W along said Easterly line of the John B. and Patricia L. Lansberry parcel, a distance of 401.80' to a point, said point along being on the Westerly right-of-way line of Township Road 150; thence, S 39° 11' 09" W along said Westerly right-of-way line, a distance of 443.25' to a point and place of beginning. CONTAINING 596675 square feet or 13.6978 acres.

SUBJECT HOWEVER, to any and all restrictions, exceptions, reservations, easements, and conditions as contained in prior instruments of record.

BEING the same premises granted and conveyed to Robert Duval and Bryce Hathaway Real Estate Partnership by deed of Moshannon Valley Economic Development Partnership, Inc. dated August 31, 2000 and recorded on September 7, 2000 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 2000, page 13234.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121

  
Thomas E. Reiber, Esquire

SIEZED, taken in execution and sold as the property of ROBERT DUVALL AND BRYCE HATHAWAY REAL ESTATE PARTNERSHIP, at the suit of CLEARFIELD BANK & TRUST COMPANY. JUDGMENT NO. 02-556-CD.

Now, DECEMBER 17, 2002 the same having been sold by me to the said grantee on the 1ST day of NOVEMBER Anno Domini two thousand two after due advertisement according to law, under and by virtue of writ of execution issued on the 22ND day of AUGUST Anno Domini Two thousand and two out of the Court of Common Pleas of said County of Clearfield as of case number 02-556-CD at the suit of

CLEARFIELD BANK & TRUST COMPANY

against

ROBERT DUVALL AND BRYCE HATHAWAY REAL ESTATE  
PARTNERSHIP

IN WITNESS WHEREOF, I have hereunto affixed my signature this 17TH day of DECEMBER Anno Domini Two thousand and two.

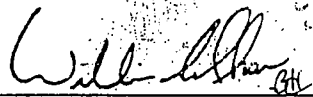


The image shows a handwritten signature in cursive, which appears to read "Charles H. Hunsicker", written over a circular official seal. The seal contains the text "CLEARFIELD COUNTY" around the top and "SHERIFF" at the bottom. To the right of the signature, the word "SEAL" is printed.

State of Pennsylvania  
County of Clearfield

On 17TH day of DECEMBER, 2002, before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity thereinstated and for the purposes therein contained.

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

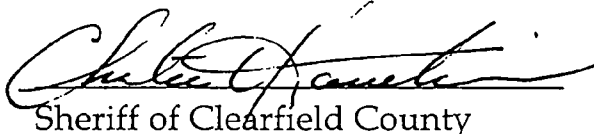


Prothonotary, Title of Officer

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

### CERTIFICATE OF RESIDENCE

"I hereby Certify that the precise Residence of the Grantee or Grantees is,



Sheriff of Clearfield County

CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
CLEARFIELD, PA 16830

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200220187

RECORDED ON

Dec 17, 2002

2:49:29 PM

Total Pages: 4

RECORDING FEES - \$13.00

REORDER

COUNTY IMPROVEMENT \$2.00

JND

REORDER IMPROVEMENT \$3.00

JND

CS/ACCESS TO \$10.00

JUSTICE

STATE WRIT TAX \$0.50

JTAL

\$28.50

CUSTOMER

CLEARFIELD CO SHERIFF

**Deed - Poll.**

---

**No.**

---

**Chester A. Hawkins**  
High Sheriff of Clearfield County

**TO**

**CLEARFIELD BANK & TRUST COMPANY**  
**11 NORTH SECOND STREET**  
**CLEARFIELD, PA 16830**

**SHERIFF DEED**

---

**Dated DECEMBER 17, 2002**  
**For \$1.00 + COSTS**

**Sold as the property of**  
**ROBERT DUVALL AND BRYCE HATHAWAY REAL ESTATE PARTNERSHIP**

**Sold on 02-556-CD**

EXHIBIT "C"

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME      DUVALL      NO.      02-556-CD

NOW, NOVEMBER 1, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 1ST day of NOV. 2002, I exposed the within described real estate of ROBERT DUVALL AND BRYCE HATHAWAY REAL ESTATE PARTNERSHIP to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK & TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	7.80
LEVY	15.00
MILEAGE	3.25
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	8.86
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	15.00

**TOTAL SHERIFF  
COSTS                      234.91**

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS                      28.50</b>	

## DEBIT & INTEREST:

DEBT-AMOUNT DUE	401,273.60
INTEREST FROM 4/1 TO 8/31/02@59.5799%	9,056.16
INTEREST FROM 4/1 TO 8/31/02@\$22.404%	3,405.55

**TOTAL DEBT & INTEREST                      413,735.31**

## COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	464.31
LATE CHARGES & FEES	
TAXES - collector	16,218.76
TAXES - tax claim	13,246.67
COSTS	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
ATTORNEY COMMISSION	
SHERIFF COSTS	234.91
LEGAL JOURNAL AD	180.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	100.00
MORTGAGE SEARCH	40.00

## SATISFACTION FEE

**ESCROW DEFICIENCY**  
**MUNICIPAL LIEN**

**TOTAL COSTS                      30,618.15**

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

CHESTER A. HAWKINS, Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

vs.

ROBERT DUVALL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP,

Defendant.

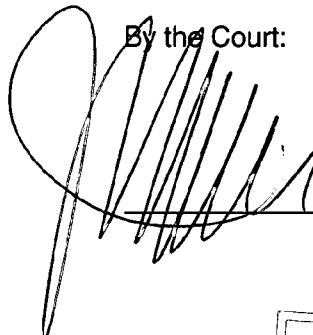
CIVIL DIVISION

No. 02-556-CD

**ORDER OF COURT**

AND NOW, this 5<sup>th</sup> day of May, 2003, upon the Petition of Clearfield Bank & Trust Co. to set the fair market value of property sold at Sheriff Sale, it is hereby ORDERED, ADJUDGED and DECREED, that the fair market value of the Property, as that term is defined in the Petition, is set at \$425,000, and the deficiency judgment is set at \$27,323.18.

By the Court:



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

FILED

MAY 05 2003

William A. Shaw  
Prothonotary

FILED

200

01:52 PM  
MAY 05 2003

Ang Reiber

6/27

William A. Shaw  
Prothonotary