

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.,

CIVIL DIVISION

Plaintiff,

No. 02-556-CD

vs.

ROBERT DUVALL and BRYCE
HATHAWAY REAL ESTATE
PARTNERSHIP,

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

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

CERTIFICATE OF ADDRESS:

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

FILED

AUG 22 2002

m 12:45/Atty. Rubin
William A. Shaw
Prothonotary pd 20.00
6writs Sherry
E. K. B.

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.)

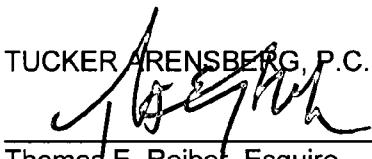
PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

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	\$ _____

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.,) No. _____ Term 1999 E.D.
)
) vs.) No. _____ Term ____ A.D.
)
ROBERT DUVALL AND BRYCE)
HATHAWAY REAL ESTATE PARTNERSHIP) 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.

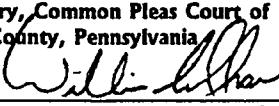
BEING a lot with improvements thereon known as R.R. 1, Box 328A, Clearfield, PA; Tax Parcel No. 106-M8-121.

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	<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)	<u>100.00</u>
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. 556 Term 1999 E.D.
No. 556 Term A.D.
No. 556 Term 2002

CLEARFIELD BANK & TRUST CO.

ROBERT DUVALL AND BRYCE
HATHAWAY REAL ESTATE
PARTNERSHIP

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WRIT OF EXECUTION (Mortgage Foreclosure)

Costs

Pro Pd. \$100.00

Judg. Fee

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**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. 02-554-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

APR 11 19 2002 Reiber pd \$80.00
William A. Shaw Not. & Icc Comp. to Dg
Prothonotary

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:	7,393.35
(per diem \$59.57997)	
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.

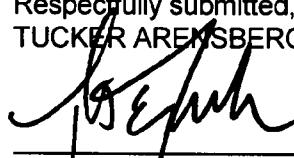
19. **JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**
20. As of April 1, 2002, the amount due from the Defendant to the Plaintiff pursuant to Note-2, and for which judgment is authorized, is \$107,496.68, plus costs of suit and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

Principal Debt:	\$90,864.36
Interest Accrued through April 1, 2002:	2,982.67
(per diem \$22.40491)	
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

0411757

Dated June 30, 1998

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

Debtors _____ of _____

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 & 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 Lender's 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 thereto, 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 Obligor's ("Obligor"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, to the Liabilities, including endorsers, sureties and guarantors property for the purpose of securing the Liabilities. Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, 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 Obligor, 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 Lender to Obligor, 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 Obligor 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: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, 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. Obligor 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 Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or warranty 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 any of the Liabilities, or the failure of any Obligor 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 Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor 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 Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor 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 Obligor 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 Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any warranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

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)

Name _____ (SEAL)

Name _____ (SEAL)

Name _____ (SEAL)

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Robert Duval and Bryce Hathaway Real Estate Partnership

Name of Corporation or Partnership

By _____ Name and Title Thomas R. Duval, Partner

Attest: Bryce E. 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 Obligors 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 hereof.

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"

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

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.

ACCRUAL 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**

Instalments: 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. A payment of \$ 974.04 will be due _____ monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due April 21, 2015

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 attorney's 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

Bryce Hathaway

William E. Wood
President & CEO

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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
<u>Attorney's Commission of 15% (Note-1):</u>	37,280.04
<u>Total (Note-1):</u>	\$293,776.92

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

GRAND TOTAL: **\$401,273.60***

*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



Bryce Hathaway
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

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

11:00 AM
William A. Shaw
Prothonotary *EAB*

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 Praeclipe 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/notice 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.



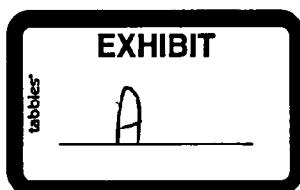
Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

Attorneys for Plaintiff

183061.1:BF
13828-105220

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)																																														
O F F I C I A L U S E																																														
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SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X Bryce Hathaway </p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">B. Received by (Printed Name) X Bryce Hathaway</td> <td style="width: 50%;">C. Date of Delivery 9/20/01</td> </tr> </table> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>		B. Received by (Printed Name) X Bryce Hathaway	C. Date of Delivery 9/20/01
B. Received by (Printed Name) X Bryce Hathaway	C. Date of Delivery 9/20/01				
<p>1. Article Addressed to:</p> <p>Robert Duval and Bryce Hathaway Real Estate Partnership c/o Bryce Hathaway 7821 Locust Wood Road Severn, MD 21144</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			
<p>2. Article Number <i>(Transfer from service label)</i></p>		<p>7000 1530 0004 9703 9387</p>			



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:

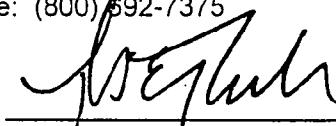
1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Thomas E. Reiber, Esquire at Tucker Arensberg, P.C. (412) 594-5563.
2. You 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.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
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.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

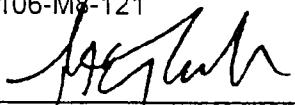
ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

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

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Writer's Direct Dial:

(412) 594-5554

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).

1500 ONE PPG PLACE PITTSE

2-566-1212 FAX 412-594-5619

EXHIBIT

Tables

B

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. Paranay
Debra J. Paranay, 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 mail is have
currently on hold. They have
been picking it up less than
occasionally. Many pieces of
certified mail have been returned
to sender unclaimed. If you
have any further questions you
may call 814-236-2371. Thanks
for coming today.
Postmaster
Granville PA
16838

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.

Debra J. Paravay
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

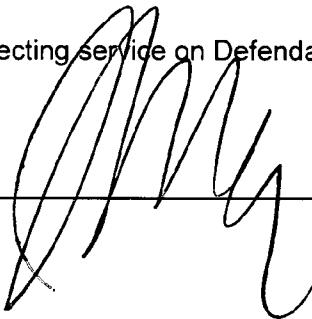
183061.1:BF
13828-105220

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.)	

ORDER OF COURT

AND NOW, this 26th 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/notifications 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.

FILED

SEP 26 2002

William A. Shaw
Prothonotary

183061.1: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.

ROBERT DUVALL and BRYCE
HATHAWAY REAL ESTATE
PARTNERSHIP,

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

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

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".



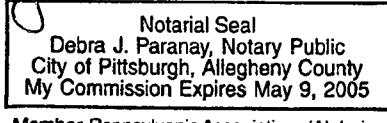
Thomas E. Reiber, Esquire

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



Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

185383.1:BF/#13828-105220

U.S. Postal Service
CERTIFIED MAIL RECEIPT (Coverage Provided)

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

A rectangular white paper with a black border. On the left side, there is a circular postmark with the text 'U.S. POSTAL SERVICE' around the top and '2000' in the center. To the right of the postmark, the text 'U.S. Postal Service' is written in a stylized font, followed by 'CERTIFIED MAIL RECEIPT' in a larger, bold, sans-serif font. Below that, in a smaller italicized font, is '(Domestic Mail Only; No Insurance Coverage Provided)'.

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- 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.

If YES enter delivery address below:

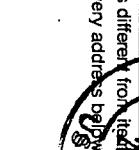
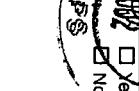
Robert Duval and Bryce Hathaway
Real Estate Partnership
c/o Bryce Hathaway
7821 Locust Wood Road
Severn, MD 21144

102595-02-M-0835

Street, Apt. No. R.R. 1, Box 54
City, State, Zip 44838
PC Form 3800, May 2000
See Reverse for Instructions

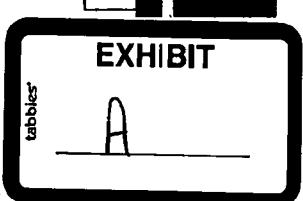
SENDER: COMPLETE THIS SECTION	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	
<p>1. Article Addressed to:</p> <p><i>[Signature]</i></p>	
<p>A. Signature</p> <p><i>[Signature]</i></p>	
<p>B. Received by / Printed Name</p> <p><i>[Signature]</i></p>	
<p>C. Date of Delivery</p> <p><i>[Signature]</i></p>	
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

COMPLETE THIS SECTION ON DELIVERY

A. Signature	
	
X	
B. Received by (Printed Name)	
	
C. Company	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If YES, enter delivery address below	
	

2. Article Number <i>(Transfer from service label)</i>		7000 1530 0004 9702 7223
PS Form 3811, August 2001 Domestic Return Receipt		
3. Service Type <input checked="" type="checkbox"/> Certified Mail		<input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)		<input type="checkbox"/> Yes
5. Address Grampian, PA 16838		

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<i>(Domestic Mail Only: No Insurance Coverage Provided)</i>	
O F F I C I A L U S E	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
917-02	
Postmark Here	
Real Estate Partnership Attn: Robert Dubal and Bryce Hathaway c/o Robert Dubal 14770 Wood Road Severna Park, MD 21144	
See Reverse for Instructions	



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.

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

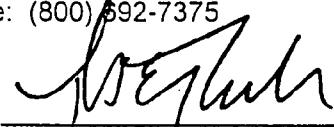
1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Thomas E. Reiber, Esquire at Tucker Arensberg, P.C. (412) 594-5563.
2. You 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.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
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) 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

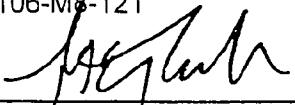
ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

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

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

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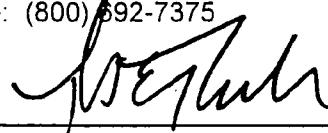
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1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for Clearfield Bank & Trust Co.,
Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,) CIVIL DIVISION
)
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Plaintiff,) No. 02-556-CD
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vs.)
)
)
ROBERT DUVALL and BRYCE)
HATHAWAY REAL ESTATE)
PARTNERSHIP,)
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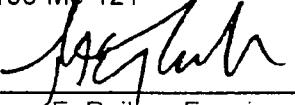
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121


Thomas E. Reiber, Esquire

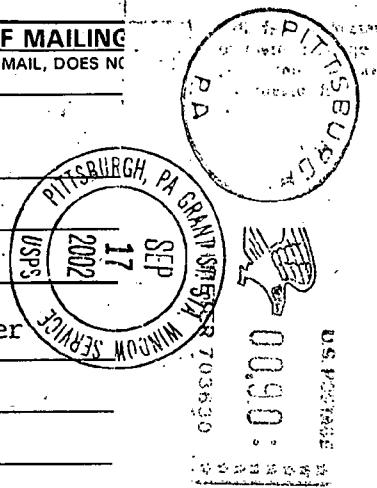
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Debbie Paranay
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 13828-105200 (Buyee)

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

Received From:

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

One piece of ordinary mail addressed to:

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



PS Form 3817, Mar. 1989 13828-105200 (Buyee)

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
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Received From:

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

One piece of ordinary mail addressed to:

PIDA
480 Forum Building
Harrisburg, PA 17120



PS Form 3817, Mar. 1989 13828-105200 (Buyee)

EXHIBIT

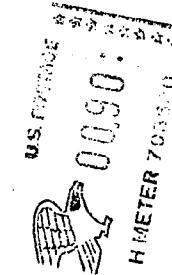
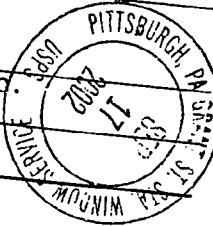
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
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PROVIDE FOR INSURANCE—POSTMASTER

Received From:

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

One piece of ordinary mail addressed to:
Clearfield County
c/o Christine Amon, Tax collector
P. O. Box 7
2289 Barrett Road
Woodland, PA 16881

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



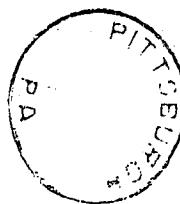
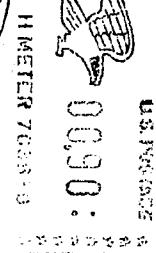
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MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

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

One piece of ordinary mail addressed to:
Clearfield Area School District
c/o Christine Amon, Tax Collector
P. O. Box 7
2289 Barrett Road
Woodland, PA 16881

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



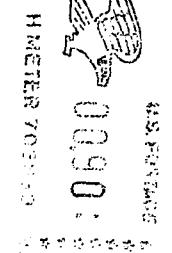
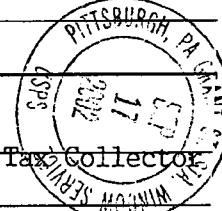
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Received From:

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

One piece of ordinary mail addressed to:
Bradford Township
c/o Christine Amon, Tax Collector
P. O. Box 7
2289 Barnett Road
Woodland, PA 16881

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



TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

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

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

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT CLEARFIELD BANK & TRUST CO. HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED ENTITY AND HAS ISSUED A WRIT OF EXECUTION AT NO. 02-556-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, NOVEMBER 1, 2002 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE TOWNSHIP OF BRADFORD, WITH AN ADDRESS OF R. R. 1, BOX 328A, CLEARFIELD, PENNSYLVANIA 16830. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY (30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

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

180431.1:BF/#13828-105220

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

Pittsburgh Airport Area • Harrisburg

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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)	
Plaintiff,)	No. 02-556-CD
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LEGAL DESCRIPTION OF REAL ESTATE

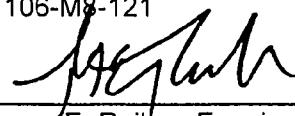
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121


Thomas E. Reiber, Esquire

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

September 17, 2002

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

Clearfield County Tax Claim
Clearfield County Courthouse
1 North Second Street
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

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT CLEARFIELD BANK & TRUST CO. HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED ENTITY AND HAS ISSUED A WRIT OF EXECUTION AT NO. 02-556-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, NOVEMBER 1, 2002 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE TOWNSHIP OF BRADFORD, WITH AN ADDRESS OF R. R. 1, BOX 328A, CLEARFIELD, PENNSYLVANIA 16830. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

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180431.1:BF/#13828-105220

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

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
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vs.)	
)	
ROBERT DUVALL and BRYCE)	
HATHAWAY REAL ESTATE)	
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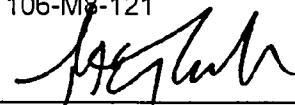
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Thomas E. Reiber, Esquire

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

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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Enclosures 1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-231-1333 BF/#13828-105220

Pittsburgh Airport Area • Harrisburg

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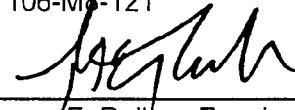
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 106-M8-121


Thomas E. Reiber, Esquire

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

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

September 17, 2002

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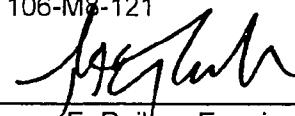
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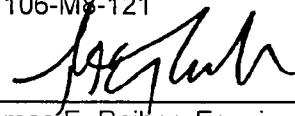
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PIDA
480 Forum Building
Harrisburg, PA 17120

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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

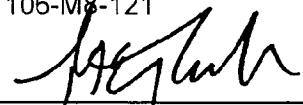
ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

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

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 PEMISES.

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 DERVED 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
0/3:09:81
DEC 17 2002
Reyn

**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

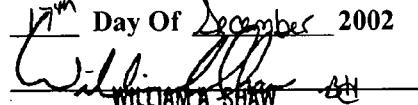
SHERIFF RETURNS

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

17th 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.,) No. _____ Term 1999 E.D.
)
) vs.) No. _____ Term ____ A.D.
)
ROBERT DUVALL AND BRYCE)
HATHAWAY REAL ESTATE PARTNERSHIP) 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	<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)	<u>100.00</u>
Total	\$ _____, plus costs as endorsed

Received 8/22/02 @ 3:30 P.M.

Chester C. Hawken
By Cynthia Blute-Austenbaugh
Dated: August 22, 2002

(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____

Walt L. Shan

Deputy

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

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

CLEARFIELD BANK & TRUST CO.

**ROBERT DUVALL AND BRYCE
HATHAWAY REAL ESTATE
PARTNERSHIP**

WRIT OF EXECUTION (Mortgage Foreclosure)

Costs

Pro Pd. \$100.00

Judg. Fee

५

**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

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@\$22.4049	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

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

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

ORDER OF COURT

AND NOW, this 20th 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/notice 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.

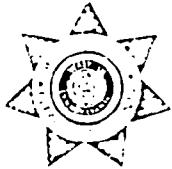
183061.1:BF
13828-105220

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

SEP 26 2002

Attest.

[Signature]
Prothonotary/
Clark 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

S.F.I.S.

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 DUVALL 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
SHERIFF OF Clearfield County - Anne Arundel County*
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 Bentz #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, 2002, he/she served Case # 02556 C-1 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.

Butch Bentz #0171
Signature of Deputy Sheriff

SUBSCRIBED and SWORN BEFORE ME THIS 7th day of October, 2002
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

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
012:25 PM
William A. Shaw *E.K.S.*
Prothonotary
3 CENT TO ATTY

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

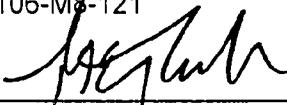
ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

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

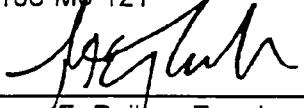
ALL that certain piece, parcel, or tract of land situated in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

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.

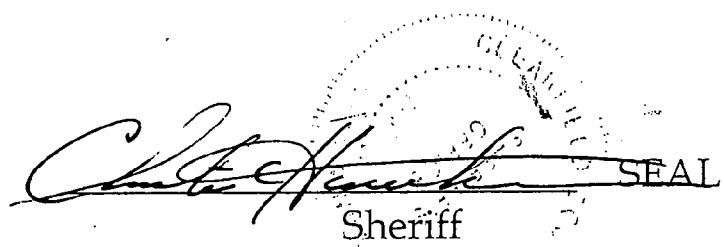
Now, DECEMBER 17, 2002 the same having been sold by me to the said
grantee on the 1ST day of NOVEMBER Anno Domini two thousand two
after due advertisement according to law, under and by virtue of writ of execution
issued on the 22ND day of AUGUST Anno Domini Two thousand and two out of
the Court of Common 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.

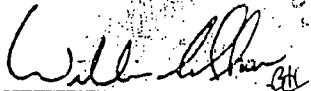


CLARK H. HAUSE
SHERIFF

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 reinstated 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
RECORDER	
JOINTY IMPROVEMENT	\$2.00
JND	
RECORDER IMPROVEMENT	\$3.00
JND	
ACCESS TO	\$10.00
JUSTICE	
STATE WRIT TAX	\$0.50
JTAL	\$28.50
CUSTOMER	
CLEARFIELD CO SHERIFF	

Deed - #011.

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

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@\$22.4049	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

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

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

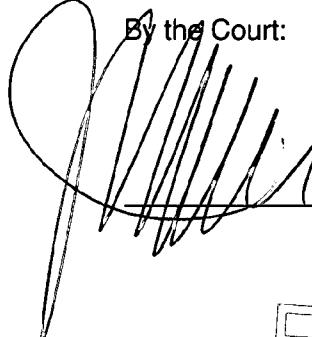
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ORDER OF COURT

AND NOW, this 5th 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

CC
04/15/03
MAY 05 2003
Amy Reiber

EFPT

William A. Shaw
Hathaway