

03-394-CD
FIFTH THIRD BANK VS. TIFFANI KARR

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

FIFTH THIRD BANK

Plaintiff

vs.

TIFFANI N KARR

Defendant

No. 03-394~~6~~-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02834609

FILED

AUG 11 2003

William A. Shaw
Prothonotary

FILED

IN 1-21 AM PLOD
COURT & CLERK
AUG 11 2003

William A. Shaw
Prothonotary

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

FIFTH THIRD BANK

Plaintiff

vs.

TIFFANI N KARR

Defendant

No. 03-3940-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02834609

FILED

IN 1-21 AM PLY SD
AUG 11 2003 Court & City

William A. Shaw
Prothonotary

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

CIVIL DIVISION

2003

Fifth Third Bank

Vs.

No. 2003-00394-CD

Tiffani N. Karr

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 11, 2003, marked:

Discontinued, Settled and Ended without prejudice.

Record costs in the sum of \$117.45 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of August A.D. 2003.

William A. Shaw, Prothonotary

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

FIFTH THIRD BANK

Plaintiff

vs.

TIFFANI N. KARR

Defendant

No. 03-394-CD

COMPLAINT IN CIVIL ACTION - ASSUMPSIT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molezan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02834609

FILED

MAR 20 2003

William A. Shaw
Prothonotary

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No.

TIFFANI N. KARR

Defendant

COMPLAINT IN CIVIL ACTION - ASSUMPSIT

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. OF 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

LAWYER REFERRAL SERVICE

PA Bar Association

P.O. Box 186

Harrisburg, PA 17108

1-800-692-7375

COMPLAINT IN ASSUMPSIT - IN PERSONAM ACTION ON THE MORTGAGE NOTE

1. Plaintiff is corporation located at 38 Fountain Square Plaza, Cincinnati, OH 45263.
2. Defendant is an adult individual residing at RD 1 Cardinal Drive, Rockton, PA 15856.
3. On or about March 2, 2001, Defendant executed a Simple Interest Note "Note" in favor of Plaintiff in the original principal amount of \$11,020.00. A true and correct copy of said Note is attached hereto, marked as Exhibit "1" and made a part hereof.
4. As security for the payment of the aforesaid Note, Defendant executed and delivered to Plaintiff a Mortgage in the original principal amount of \$11,020.00, a true and correct copy of which is attached as Exhibit "2" and made a part hereof, which Mortgage was recorded on March 2, 2001.
5. The mortgage covers the real estate known as RD 1, Cardinal Drive, Rockton, PA 15856 described more fully in the Mortgage, which premises is owned by Defendant.
6. The Note and Mortgage are in default because Defendant has failed to make the required monthly payments of principal and interest to Plaintiff.
7. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable.

8. Plaintiff avers that the following amounts are due on said Note and Mortgage:

Principal	\$10,940.03
Interest through 3/3/03 at the Contract rate of 10.2%	\$ 232.35
Reasonable attorneys fees	\$ 1,641.00
TOTAL	\$12,813.38

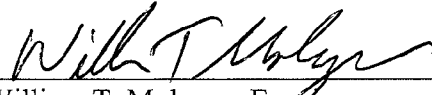
9. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorney fees, interest and any part thereof.

10. Contemporaneously hereunder, Defendant has been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff demands Judgment and against Defendant, Tiffani N. Karr, individually, in the amount of \$12,813.38 with appropriate additional attorneys' fees and continuing interest thereon at the rate of 10.2% per annum from March 3, 2003 plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

A handwritten signature in cursive script, appearing to read "William T. Molczan", is written over a horizontal line.

William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:02834609

SIMPLE INTEREST NOTE AND SECURITY AGREEMENT No. 00000000840881569

\$11,700.00 Lender or Borrower's City MERRILLVILLE, Note Date or Current Date March 2, 2001

For value received, the undersigned (hereinafter jointly and severally called the "Borrower") promise(s) to pay to the order of HOME EQUITY OF AMERICA, INC. (hereinafter called the "Lender"), the principal amount of

Eleven Thousand Seven Hundred AND 00/100

dollars, together with interest, the total of payments in the number and amounts and on the due dates shown in the payment schedule below (subject to change if variable rate note). The interest will begin on the date of the Note and Security Agreement at the annual rate of

9.990 %.

☐ The interest rate is subject to change as provided herein. Under no circumstances shall the interest rate be raised above the highest rate allowed by Law. (Variable Rate).

☒ The interest rate is not subject to change.

Payable at the Lender, 701 E. 83RD AVE. MERRILLVILLE, IN 46410

Loan Fee: Borrower agrees to pay a non-refundable loan fee of \$ _____

TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you if you pay as scheduled.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
11.422 %	\$ 7,595.60	\$ 11,020.00	\$ 18,615.60 (e)

Your payment schedule will be:

Number of Payments (e)	Amount of Payments	When Payments Are Due
120	\$ 155.13	Monthly on the 16th Day of Each Month Starting April, 2001
	\$	

***Variable Rate:** The Annual Percentage Rate may increase or decrease during the term of this transaction. Your interest rate will be computed based on an index equal to the highest Prime Rate as published in the Wall Street Journal on the business day immediately preceding the first business day of January, April, July, and October (the "Index Date") plus or minus a margin equal to the difference between your initial interest rate and said Prime Rate on the Index Date preceding the date of your loan. The effective date of each interest rate change will be the day following the Index Date. The INTEREST RATE will not increase or decrease more than 1.5% per year and will not increase or decrease more than 6% during the term of the loan. Any change in the INTEREST RATE will take the form of more or less payments of the same amount (as the case may be) unless this loan is for more than 60 months, in which case any increase may take the form of more payments of the same amount, or higher payment amounts, or both, at the Lender's discretion. If your loan was for \$5000.00 at 15% for 36 months with a monthly payment of \$173.33, and the INTEREST RATE increased to 16.5% after six months, you would have to make one additional partial payment of \$115.25. If your loan was for \$10,000.00 at 15% for 120 months with a monthly payment of \$161.33, and the INTEREST RATE increased to 16.5% after 12 months, and if the Lender so determined, you would pay your loan on schedule, but your remaining 108 regular payments would increase to \$169.96 each.

Property Insurance May be obtained from anyone you desire that is acceptable to the Lender.

Security: To secure the loan and where allowed by Law, you are giving Lender a security interest in your deposit accounts, all collateral securing other loans with Lender and:

☐ The goods or property being purchased.

☒ ROAD 1 CARDINAL DRIVE ROCKTON, PA 158560000,

R.D. # 1

(Brief description of other property)

NOTE: Collateral securing other loans with Lender may also secure this loan, if allowed by Law.

Late Charges: If a payment is more than 15 days late, you will be charged 2% OF THE PAYMENT AMOUNT WITH A MAXIMUM OF \$20.00.

Prepayment Charge: If you pay off this note early, you may have to pay a charge.

Required Deposit: The Annual Percentage Rate does not reflect the effect of any required deposit.

This is a four page agreement. See other provisions hereof and any other contract documents for further information about non-payment, default, the right to accelerate the maturity of the obligation, prepayment charge and security interests.

(e) means an estimate.

INSURANCE

Credit life insurance and credit disability insurance are not required to obtain credit. **AT THIS TIME, THESE PRODUCTS ARE NOT AVAILABLE.**

Credit insurance is available from AMERICAN UNITED LIFE INSURANCE COMPANY

P.O. BOX 368 INDIANAPOLIS, IN 46206-0368

(Address)

No credit insurance will be provided unless you sign below and the premium costs shown below are included in the Amount Financed and paid. (See the Notice of Proposed Credit Insurance on page four).

Type	Premium	Signature
Single Credit Life	\$	I want credit life insurance _____ (name insured)
Joint Credit Life	\$	We want credit life insurance _____ (name insured)
Credit Disability	\$	I want credit disability insurance _____ (name insured)

EXHIBIT

Borrower authorizes the payments listed below:

ITEMIZATION OF THE AMOUNT FINANCED

Itemization of the amount financed of \$

1. \$ _____ Amount given to you directly.
2. \$ _____ Amount paid on your account with the Lender.
- Account numbers: _____
3. \$ _____ Amount(s) paid to others on your behalf (Total a through j).
- a) \$ _____ for Credit Life and/or Credit Disability Insurance.
- b) \$ _____ to Public Officials.
- c) \$ _____ for Title Examination (Paid To _____).
- d) \$ _____ for Appraiser.
- e) \$ _____ for Document Preparation (Paid To Lender).
- f) \$ _____ for Single Interest Insurance.
- g) \$ 115.05⁰⁰ for Loan Fee (Paid To Lender).
- h) \$ _____ to _____.
- i) \$ _____ for Extended Warranty Protection (Paid To _____ Seller's Name _____).
- j) \$ _____ for Flood Certification (Paid To _____ Seller's Name _____).
4. \$ _____ Prepaid finance charge.
5. \$ _____ Total amount financed (Total of 1 through 3 minus 4).

Single Interest Insurance: Single Interest Insurance is required, but you may obtain it from anyone who is acceptable to the Lender. The cost for the term is shown above in Item 3f. This contract does not include coverage for bodily injury and property damage caused to others, nor does it protect your interest in the collateral from any loss or damage.

SECURITY AGREEMENT: To secure payment of this liability to Lender and the performance of any obligations you now or in the future have, you give Lender a security interest in the property described as security above, any other property now or hereafter in Lender's possession where allowed by Law, any rights to the payment of money from Lender, the items of property defined on page three hereof, any credit insurance proceeds and refunds and the following described property:

Year	Trade Name	Model No. or Name	Body Type	Serial No.

"Other Property" ROAD 1 CARDINAL DRIVE ROCKTON, PA 158560000,

together with all replacements thereof and all attachments, accessories and equipment now or hereafter attached, added or affixed thereto (The property securing this Note is hereinafter called "Collateral"). THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON PAGES THREE AND FOUR HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE, AND IS ALSO SUBJECT TO THE TERMS AND PROVISIONS SET FORTH IN THE BUYER'S RESIDUAL VALUE AGREEMENT, IF APPLICABLE, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

Any part of this Note and Security Agreement contrary to the laws of any state having jurisdiction with respect thereto shall be deemed null and void and hereby is waived but shall not invalidate other parts of this Note and Security Agreement in said state.

The undersigned hereby severally waive presentment, demand for payment, protest, notice of protest and notice of nonpayment of this Note.

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE
AND SECURITY AGREEMENT AND THE ABOVE INFORMATION AT THE TIME OF SIGNING**

NOTICE TO COSIGNER

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

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

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

NOTICE TO CUSTOMER (for Wisconsin residents only)

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON PAGE ONE, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

(GIVE COMPLETE NAMES AND ADDRESSES)

SIGNATURES (WRITE IN FULL AND IN INK)

TIFFANI N. KARR

TIFFANI N. KARR
TIFFANI N. KARR

510 EAST MAIN ST

DU BOIS, PA 15801-0000

MAR 13 2001

1. **LATE CHARGES:** If any monthly installment stipulated herein is not paid on or before 15 days after the due date thereof, (whether by acceleration or otherwise) in addition to all other rights and remedies of Lender given by law or the terms of this Note and Security Agreement, Borrower promises to pay to Lender a delinquent charge of 2% OF THE PAYMENT AMOUNT WITH A MAXIMUM OF \$20.00. Acceptance of such delinquent charge by Lender shall not constitute a waiver of any default or any rights of Lender hereunder.
2. **PREPAYMENT CHARGE:** Borrower may prepay the obligation under this Note and Security Agreement in full at any time prior to maturity without charge unless this Note and Security Agreement is modified by a Prepayment Rider. Partial prepayment shall not excuse any subsequent payment due.
3. **INTEREST AFTER MATURITY:** Interest after maturity shall continue at the rate then in effect or as thereafter adjusted in accordance with the variable rate disclosures. In addition, after maturity, Borrower agrees that Lender may, without notice, increase the interest rate by 6% per annum, or to the highest rate allowed by law, whichever is less.
4. **SECURITY:** Borrower hereby assigns to Lender and agrees that Lender shall have a lien upon and security interest in any and all accounts, balances, credits, deposits or other monies of or in the name of Borrower or another or others now or hereafter with Lender where allowed by Law.
5. **RETURNED CHECK FEE:** A fee of \$25.00 may, at Lender's discretion, be imposed whenever a check offered in payment on this Note is returned to the Lender unpaid for any reason. This fee is subject to change without notice to the Borrower, and the Borrower agrees to pay the fee actually charged by Lender at the time the check is returned.
6. Borrower agrees that if Lender is sued or otherwise directed to respond to any civil, criminal or administrative demand relating to the loan evidenced hereby (including but not limited to, the amount due, any collateral, or the underlying transaction) Borrower will pay Lender, upon request, an administrative fee of \$28 per hour and \$.25 per copy to comply with such demand. Borrower also agrees that any amount not paid within fifteen days of Lender's request may be added to the principal amount of the remaining indebtedness subject to the rate of interest on the Note until paid.
7. Borrower warrants that Borrower has, or, if this creates a purchase money security interest, will acquire, an unencumbered title to, and the possession of the Collateral, and agrees to keep the Collateral free of all other liens whatsoever, and the Borrower will not sell, otherwise dispose of, encumber, or give any other security interest in Collateral without the prior written consent of Lender.
8. Borrower warrants and agrees that if the Collateral is, or will be affixed to realty, Borrower will, upon demand, furnish Lender with a disclaimer, signed by all persons having an interest in the real estate, of any interest in the Collateral.
9. Borrower has executed a deed of trust or a mortgage granting Lender a lien in the Collateral if the Collateral is real property.
10. Borrower agrees that:
- a. Borrower will be responsible for any loss of, or damage to, the Collateral and will maintain and keep the same in good repair and condition, in default of which Lender may, at its option, maintain and repair the Collateral and add the cost thereof to the obligation secured. Borrower will promptly upon demand, reimburse Lender of the cost of any such maintenance or repairs.
 - b. Borrower will keep the Collateral and the interest of Lender therein fully insured with companies acceptable to Lender, to the satisfaction of Lender, against loss or damage by fire, theft and such other risks as Lender shall require. In the event said Collateral shall at any time not be fully insured as provided, Lender, at its option, may cause the same to be so insured and add the cost thereof to the obligation secured. Borrower will promptly, upon demand, reimburse Lender for the cost of any such insurance paid for by Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby granted the power of attorney to collect on behalf of Borrower any insurance proceeds or to settle and to compromise any insurance claims or to bring suit to recover thereunder.
 - c. Borrower will not, without the prior written consent of Lender, move the Collateral from the county in which it is to be located, and will promptly notify Lender of any change in Borrower's residence or any of the Borrower's places of business.
11. **OTHER SECURITY:** Borrower agrees that any present or future agreement, securing any other debt Borrower owes Lender, will also secure the payment of this Note and Security Agreement where allowed by law. However, an agreement securing any other debt will not secure this Note and Security Agreement if either of the following applies:
- a. Lender fails to make a disclosure required by law of the existence of such security agreement, or
 - b. Lender fails to provide (to any person entitled) any notice of right of rescission required by law for this transaction.
12. **DEFAULTS:** Upon the occurrence of any of the following described events, each of which will constitute a default, Lender shall have all rights and remedies provided by law, and without limiting the generality of the foregoing, shall include the election to accelerate without notice or demand the final maturity of all of the obligations secured:
- a. The nonpayment, when the same shall be due, of any installment or other payment on account of the principal or interest of this Note;
 - b. The breach of any warranty or agreement by Borrower herein contained, or contained in any deed of trust, mortgage or security agreement executed by Borrower in connection herewith;
 - c. The death or incompetency of any individual Borrower, or, if Borrower is a partnership, of a partner;
 - d. The default of Borrower under the terms of any lease of, or deed of trust or mortgage on, the premises upon which the Collateral may be located;
 - e. Any assignment for the benefit of the creditors or the commencement of any bankruptcy, receivership, reorganization, foreclosure, insolvency or liquidation proceedings by or against the Borrower, or if Borrower is a partnership, by an agreement as partner;
 - f. The reasonable determination by Lender at any time that it is inadequately secured hereby with respect to the obligation; or
 - g. The creation of any other lien or the issuance of any attachment against the Collateral or the entry of judgment against Borrower;
 - h. The occurrence of a default under any other obligation of Borrower, individually or jointly, to Lender;
 - i. Seizure, levy or confiscation under any legal or governmental process against the collateral.
- IN THE EVENT OF DEFAULT, BORROWER AGREES THAT LENDER MAY, WITHOUT NOTICE, INCREASE THE INTEREST RATE BY 6% PER ANNUM OR TO THE HIGHEST RATE ALLOWED BY LAW, WHICHEVER IS LESS.

Additionally, in the event of a default, Borrower agrees on demand to deliver Collateral to Lender, and Lender may, without notice or demand and without legal process, enter upon the premises of Borrower and take possession of the Collateral on said premises or wherever found. Further, Borrower agrees to pay and remains liable to Lender for any costs of disposition of the Collateral as well as for reasonable attorneys' fees, court costs and any and every deficiency after the proceeds from the sale of the Collateral are applied as provided by the Uniform Commercial Code as enacted in the state governing this instrument.

13. No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any default.
14. As used herein, "Borrower" if there be more than one, shall mean "all the Borrowers and each or any of them" and in such case they are jointly and severally bound hereby.
15. A photographic or other reproduction of this Note and Security Agreement or a financing statement is sufficient as a financing statement.
16. In no event shall the interest rate due hereunder exceed the maximum rate of interest under applicable state or federal usury laws.
17. This Note and Security Agreement will be governed by the laws of the State in which these documents were executed. If these documents were executed in Maryland this loan is made pursuant to the credit grantor provisions of the Maryland Commercial Law Code, Md. Com. Law Code Ann. Sec. 12-1001 et seq.

NOTICE OF PROPOSED CREDIT INSURANCE-OHIO RESIDENTS

This notice applies only if Borrower(s) chose to obtain group credit life or group credit disability insurance. The type of insurance, the premium and the name and address of the insurance company are indicated on the first page of this Note and Security agreement. This insurance, subject to acceptance by the insurer, covers only the person(s) who signed the request for insurance. Only the named insured will be covered under credit disability insurance. The term of insurance will commence on the date the indebtedness is incurred and will expire on the original maturity date of this Note, unless terminated earlier as provided for in the Certificate of Insurance. Credit life insurance insures the scheduled unpaid balance on the date of death. Credit disability insurance insures each regular installment payment while the insured is disabled. Credit disability insurance monthly coverage is limited to the originally scheduled monthly payment or the policy limitation. If the insurance is accepted by the insurer, a Certificate of Insurance which describes the insurance coverage Borrower(s) have obtained will be delivered to Borrower(s) within 30 days. In the event of termination of the insurance prior to the scheduled maturity date of the indebtedness, any refund of an amount paid by the Borrower(s) for insurance shall be credited promptly to the Borrower(s) account. Borrower(s) must refer to the Certificate of Insurance for the complete terms and conditions of Borrower(s) Insurance.

The following notice is applicable if this agreement involves a purchase of goods or services to which the FTC HOLDER in DUE COURSE RULE applies.

**IF THE COLLATERAL IS TO BE USED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES:
NOTICE**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Credit Reporting:

If you believe information we report about the credit history on your account(s) is incomplete, inaccurate or outdated, you must provide us with clear written documentation including the name on the account, the account number and the nature of the disputed information. Please write to us at HOME EQUITY OF AMERICA, INC.
38 Fountain Square Plaza, Post Office Box 639090, Cincinnati, OH 45263-9090.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200103072

RECORDED ON

MAR 05, 2001
12:22:06 PM

RECORDING FEES - \$19.00

RECORDED

ORDER

IMPROVEMENT \$1.00

IMPROVEMENT FUND

WRIT TAX \$0.50

\$21.50

CUSTOMER

SETTLEMENT SERVICES

CFR
40

Parcel Number:

84088 1569

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 2, 2001

The mortgagor is

TIFFANI N. KARR, A SINGLE PERSON WHOSE MAILING ADDRESS IS 510 EAST MAIN ST DU
BOIS, PA 15801-0000

("Borrower"). This Security Instrument is given to HOME EQUITY OF AMERICA, INC.
which is organized and existing under the laws of OHIO and whose address is
701 E. 83RD AVE. MERRILLVILLE, IN 46410

("Lender").

Borrower owes Lender the principal sum of Eleven Thousand Seven Hundred AND 00/100

Dollars (U.S. 11,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 03/16/11.

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals
thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the
security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the
Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or
indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and
(c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein
"Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with mortgage covenants, the following
described property located in the County of Clearfield, State of PENNSYLVANIA, to wit (herein,
the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of ^{m R.D. #1} ROAD 1 CARDINAL DRIVE ROCKTON, PA 15856-0000
("Property Address");

NOTICE OF ASSIGNMENT: THIS MORTGAGE IS HEREBY ASSIGNED TO FIFTH THIRD BANK,
INDIANA 56 WASHINGTON ST., VALPARAISO, IN 46383 AS OF THE DATE HEREOF.

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the
Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining
the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real
Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is
on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the
Property against all claims and demands.

EXHIBIT

2

JK

ALL of the following described parcel or piece of land situate in Union Township, Clearfield County, Pennsylvania, located on the Rockton Road leading to the Dan Smith Property, now or formerly the property of John R. Knarr at a point on the South side of a Public Road, on a private road leading from the Township Road through land now or formerly of George Bloom and at a point on the South side of a private drive on the boundary line of land now or formerly of George Bloom and the said land now or formerly of John R. Knarr, the point being also located on the boundary line between Warrants 2205 and 2206, to wit:

BEGINNING at the point and extending Southerly along said line between lands now or formerly of George E. Bloom and John R. Knarr, a distance of approximately 800 feet to the intersection of the property formerly of Henry Lininger and now or formerly of the George G. Sackandy property; thence in a Westerly direction along the line between land now or formerly of George Bloom and line now or formerly of the said George G. Sackandy lands, approximately 800 feet to a point of intersection of the Southeast side of the said Township Road leading to the farm now or formerly of John R. Knarr; thence in a Northeasterly direction and by the various courses and distances along the Southeasterly side of the said Township Road and the mentioned private drive to the said lines now or formerly of John R. Knarr and George Bloom, approximately 1260 feet to the beginning.

BEING the same parcel or piece of land title to which became vested in Mark Allen Coon, Jr., single, and Tiffani I. Karr, single, as joint tenants with right of survivorship, by deed of Richard John Kroft and Sheila Mary Kroft, husband and wife, dated March 2, 2001 and recorded March 2, 2001 in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, for the consideration of \$58,510.00.

BEING FURTHER IDENTIFIED as Tax Map #129-E06-000-019.2.

AK

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 25 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due; directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this security instrument, including Borrower's covenants to make payments when due. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

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8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. **Forbearance By Lender Not A Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. **Governing Law; Severability.** This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

16. **Transfer of the Property and Interest Therein.** If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

17. **Acceleration; Remedies.** Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. **Borrower's Right to Redeem.** Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

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19. **Assignments of Rents.** Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

20. **Future Advances.** Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

21. **Rental of Property Restricted.** Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 19 or any other provision hereof.

22. **Release.** Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

23. **Mortgage as Security For Other Liabilities.** Where permissible by statute, this Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions.

24. **Uniform Commercial Code Security Agreement.** Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

25. **Flood Insurance.** If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.

26. **Jury Waiver.** UNLESS OTHERWISE PROHIBITED BY LAW, BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Patricia Nadorlik

TIFFANI N. KARR

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF Pennsylvania, Clearfield COUNTY

On this 2nd DAY OF March, 2001, before me, a Notary Public in and for said County and State, personally appeared

TIFFANI N. KARR, A SINGLE PERSON WHOSE MAILING ADDRESS IS 510 EAST MAIN ST DU
BOIS, PA 15801-0000

the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the same and did sign the foregoing instrument, and that the same is HIS/HER free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: Oct. 30, 2004

(Seal)

Patricia Nadorlik
Notary Public

This instrument was prepared by: HOME EQUITY OF AMERICA, INC.
701 E. 83RD AVE. MERRILLVILLE, IN 46410



NOTARIAL SEAL
PATRICIA NADORLIK, Notary Public
Westmont Boro., Cambria County, PA
My Commission Expires Oct. 30, 2004

NOTARIAL SEAL
PATRICIA NADORLIK, Notary Public
Westmont Boro., Cambria County, PA
My Commission Expires Oct. 30, 2004

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT
3

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Stacy Dooley
(Name)
Assistant Cashier of Fifth Third Bank, plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley AC
(Signature) **S. DOOLEY, ASST. CASHIER**

WWR# 02834609

5/3 Account No. 840881569

FILED

1 CC 5899

M/D 3/20/03

Atty pd. 85.00

MAR 20 2003

W/ William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania
FIFTH THIRD BANK
VS.
KARR, TIFFANI N.
COMPLAINT IN ASSUMPSIT

Sheriff Docket # 13818
03-394-CD

SHERIFF RETURNS

NOW MAY 28, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO TIFFANI N. KARR, DEFENDANT. MOVED TO 3011 E. GORE BLVD., APT 259, LAWTON, OK. 73501-6811.

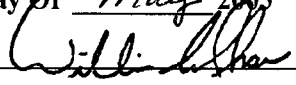
FILED
APR 30 1:57 PM
MAY 30 2003

William A. Shaw
Prothonotary

Return Costs

Cost	Description
22.45	SHERIFF HAWKINS PAID BY: ATT CK# 8085738
10.00	SURCHARGE PAID BY: ATTY CK# 8085739

Sworn to Before Me This

30 Day Of May 2003


So Answers,


by Marilyn Harris
Chester A. Hawkins
Sheriff

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

FIFTH THIRD BANK

Plaintiff

vs.

TIFFANI N. KARR

Defendant

No. 03-394-CD

COMPLAINT IN CIVIL ACTION - ASSUMPSIT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02834609

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

MAR 20 2003

Attest.

William T. Molczan
Prothonotary/
Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No.

TIFFANI N. KARR

Defendant

COMPLAINT IN CIVIL ACTION - ASSUMPSIT

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. OF 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

LAWYER REFERRAL SERVICE

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT IN ASSUMPSIT - IN PERSONAM ACTION ON THE MORTGAGE NOTE

1. Plaintiff is corporation located at 38 Fountain Square Plaza, Cincinnati, OH 45263.
2. Defendant is an adult individual residing at RD 1 Cardinal Drive, Rockton, PA 15856.
3. On or about March 2, 2001, Defendant executed a Simple Interest Note "Note" in favor of Plaintiff in the original principal amount of \$11,020.00. A true and correct copy of said Note is attached hereto, marked as Exhibit "1" and made a part hereof.
4. As security for the payment of the aforesaid Note, Defendant executed and delivered to Plaintiff a Mortgage in the original principal amount of \$11,020.00, a true and correct copy of which is attached as Exhibit "2" and made a part hereof, which Mortgage was recorded on March 2, 2001.
5. The mortgage covers the real estate known as RD 1, Cardinal Drive, Rockton, PA 15856 described more fully in the Mortgage, which premises is owned by Defendant.
6. The Note and Mortgage are in default because Defendant has failed to make the required monthly payments of principal and interest to Plaintiff.
7. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable.

8. Plaintiff avers that the following amounts are due on said Note and Mortgage:

Principal	\$10,940.03
Interest through 3/3/03 at the Contract rate of 10.2%	\$ 232.35
Reasonable attorneys fees	\$ 1,641.00
TOTAL	\$12,813.38

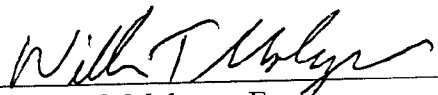
9. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorney fees, interest and any part thereof.

10. Contemporaneously hereunder, Defendant has been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff demands Judgment and against Defendant, Tiffani N. Karr, individually, in the amount of \$12,813.38 with appropriate additional attorneys' fees and continuing interest thereon at the rate of 10.2% per annum from March 3, 2003 plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:02834609

SIMPLE INTEREST NOTE AND SECURITY AGREEMENT No. 000000000840881569

\$11,700.00 Lender or Borrower's City MERRILLVILLE, Note Date or Current Date March 2, 2001

For value received, the undersigned (hereinafter jointly and severally called the "Borrower") promise(s) to pay to the order of
HOME EQUITY OF AMERICA, INC. (hereinafter called the "Lender"), the principal amount of

Eleven Thousand Seven Hundred AND 00/100
dollars, together with interest, the total of payments in the number and amounts and on the due dates shown in the payment schedule below
(subject to change if variable rate note). The interest will begin on the date of the Note and Security Agreement at the annual rate of

9.990 %. ☐ The interest rate is subject to change as provided herein. Under no circumstances shall the interest rate
be raised above the highest rate allowed by Law. (Variable Rate).
☒ The interest rate is not subject to change.

Payable at the Lender, 701 E. 83RD AVE. MERRILLVILLE, IN 46410

Loan Fee: Borrower agrees to pay a non-refundable loan fee of \$

TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you if you pay as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
11.422 %	\$ 7,595.60	\$ 11,020.00	\$ 18,615.60 (e)

Your payment schedule will be:

Number of Payments (e)	Amount of Payments	When Payments Are Due
120	\$ 155.13	Monthly on the 16th Day of Each Month Starting April, 2001
	\$	

***Variable Rate:** The Annual Percentage Rate may increase or decrease during the term of this transaction. Your interest rate will be computed based on an index equal to the highest Prime Rate as published in the Wall Street Journal on the business day immediately preceding the first business day of January, April, July, and October (the "Index Date") plus or minus a margin equal to the difference between your initial interest rate and said Prime Rate on the Index Date preceding the date of your loan. The effective date of each interest rate change will be the day following the Index Date. The INTEREST RATE will not increase or decrease more than 1.5% per year and will not increase or decrease more than 6% during the term of the loan. Any change in the INTEREST RATE will take the form of more or less payments of the same amount (as the case may be) unless this loan is for more than 60 months, in which case any increase may take the form of more payments of the same amount, or higher payment amounts, or both, at the Lender's discretion. If your loan was for \$5000.00 at 15% for 36 months with a monthly payment of \$173.33, and the INTEREST RATE increased to 16.5% after six months, you would have to make one additional partial payment of \$115.25. If your loan was for \$10,000.00 at 15% for 120 months with a monthly payment of \$161.33, and the INTEREST RATE increased to 16.5% after 12 months, and if the Lender so determined, you would pay your loan on schedule, but your remaining 108 regular payments would increase to \$169.96 each.

Property Insurance May be obtained from anyone you desire that is acceptable to the Lender.

Security: To secure the loan and where allowed by Law, you are giving Lender a security interest in your deposit accounts, all collateral securing other loans with Lender and:

☐ The goods or property being purchased.

☒ ROAD 1 CARDINAL DRIVE ROCKTON, PA 158560000.

(Brief description of other property)

NOTE: Collateral securing other loans with Lender may also secure this loan, if allowed by Law.

Late Charges: If a payment is more than 15 days late, you will be charged 2% OF THE PAYMENT AMOUNT WITH A MAXIMUM OF \$20.00.

Prepayment Charge: If you pay off this note early, you may have to pay a charge.

Required Deposit: The Annual Percentage Rate does not reflect the effect of any required deposit. This is a four page agreement. See other provisions hereof and any other contract documents for further information about non-payment, default, the right to accelerate the maturity of the obligation, prepayment charge and security interests.

(e) means an estimate.

INSURANCE

Credit life insurance and credit disability insurance are not required to obtain credit. AT THIS TIME, THESE PRODUCTS ARE NOT AVAILABLE.

Credit insurance is available from AMERICAN UNITED LIFE INSURANCE COMPANY

P.O. BOX 368 INDIANAPOLIS, IN 46206-0368

(Address)

No credit insurance will be provided unless you sign below and the premium costs shown below are included in the Amount Financed and paid. (See the Notice of Proposed Credit Insurance on page four).

Type	Premium	Signature
Single Credit Life	\$	I want credit life insurance _____ (name insured)
Joint Credit Life	\$	We want credit life insurance _____ (name insured)
Credit Disability	\$	I want credit disability insurance _____ (name insured)

EXHIBIT

Borrower authorizes the payments listed below:

ITEMIZATION OF THE AMOUNT FINANCED

Itemization of the amount financed of \$

1. \$ _____ Amount given to you directly.
2. \$ _____ Amount paid on your account with the Lender.
3. \$ _____ Account numbers: _____
Amount(s) paid to others on your behalf (Total a through j).
 - a) \$ _____ for Credit Life and/or Credit Disability Insurance.
 - b) \$ _____ to Public Officials.
 - c) \$ _____ for Title Examination (Paid To _____).
 - d) \$ _____ for Appraiser.
 - e) \$ _____ for Document Preparation (Paid To Lender).
 - f) \$ _____ for Single Interest Insurance.
 - g) \$ 115.55 for Loan Fee (Paid To Lender).
 - h) \$ _____ to _____ Seller's Name _____
 - i) \$ _____ for Extended Warranty Protection (Paid To _____ Seller's Name _____).
 - j) \$ _____ for Flood Certification (Paid To _____).
4. \$ _____ Prepaid finance charge.
5. \$ _____ Total amount financed (Total of 1 through 3 minus 4).

Single Interest Insurance: Single Interest Insurance is required, but you may obtain it from anyone who is acceptable to the Lender. The cost for the term is shown above in Item 3f. This contract does not include coverage for bodily injury and property damage caused to others, nor does it protect your interest in the collateral from any loss or damage.

SECURITY AGREEMENT: To secure payment of this liability to Lender and the performance of any obligations you now or in the future have, you give Lender a security interest in the property described as security above, any other property now or hereafter in Lender's possession where allowed by Law, any rights to the payment of money from Lender, the items of property defined on page three hereof, any credit insurance proceeds and refunds and the following described property:

Year	Trade Name	Model No. or Name	Body Type	Serial No.

"Other Property" ROAD 1 CARDINAL DRIVE ROCKTON, PA 158560000.

together with all replacements thereof and all attachments, accessories and equipment now or hereafter attached, added or affixed thereto (The property securing this Note is hereinafter called "Collateral"). THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON PAGES THREE AND FOUR HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE, AND IS ALSO SUBJECT TO THE TERMS AND PROVISIONS SET FORTH IN THE BUYER'S RESIDUAL VALUE AGREEMENT, IF APPLICABLE, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

Any part of this Note and Security Agreement contrary to the laws of any state having jurisdiction with respect thereto shall be deemed null and void and hereby is waived but shall not invalidate other parts of this Note and Security Agreement in said state. The undersigned hereby severally waive presentment, demand for payment, protest, notice of protest and notice of nonpayment of this Note.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT AND THE ABOVE INFORMATION AT THE TIME OF SIGNING

NOTICE TO COSIGNER

You are being asked to become liable on this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The LENDER can collect this debt from you without first trying to collect from the borrower. The LENDER can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

NOTICE TO CUSTOMER (for Wisconsin residents only)

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON PAGE ONE, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

(GIVE COMPLETE NAMES AND ADDRESSES)

SIGNATURES (WRITE IN FULL AND IN INK)

TIFFANI N. KARR

TIFFANI N. KARR
TIFFANI N. KARR

510 EAST MAIN ST

DU BOIS, PA 15801-0000

MAR 13 2001

PA 00T1 (7/00)

1. **LATE CHARGES:** If any monthly installment stipulated herein is not paid on or before 15 days after the due date thereof, (whether by acceleration or otherwise) in addition to all other rights and remedies of Lender given by law or the terms of this Note and Security Agreement, Borrower promises to pay to Lender a delinquent charge of 2% OF THE PAYMENT AMOUNT WITH A MAXIMUM OF \$20.00. Acceptance of such delinquent charge by Lender shall not constitute a waiver of any default or any rights of Lender hereunder.
2. **PREPAYMENT CHARGE:** Borrower may prepay the obligation under this Note and Security Agreement in full at any time prior to maturity without charge unless this Note and Security Agreement is modified by a Prepayment Rider. Partial prepayment shall not excuse any subsequent payment due.
3. **INTEREST AFTER MATURITY:** Interest after maturity shall continue at the rate then in effect or as thereafter adjusted in accordance with the variable rate disclosures. In addition, after maturity, Borrower agrees that Lender may, without notice, increase the interest rate by 6% per annum, or to the highest rate allowed by law, whichever is less.
4. **SECURITY:** Borrower hereby assigns to Lender and agrees that Lender shall have a lien upon and security interest in any and all accounts, balances, credits, deposits or other monies of or in the name of Borrower or another or others now or hereafter with Lender where allowed by Law.
5. **RETURNED CHECK FEE:** A fee of \$25.00 may, at Lender's discretion, be imposed whenever a check offered in payment on this Note is returned to the Lender unpaid for any reason. This fee is subject to change without notice to the Borrower, and the Borrower agrees to pay the fee actually charged by Lender at the time the check is returned.
6. Borrower agrees that if Lender is sued or otherwise directed to respond to any civil, criminal or administrative demand relating to the loan evidenced hereby (including but not limited to, the amount due, any collateral, or the underlying transaction) Borrower will pay Lender, upon request, an administrative fee of \$28 per hour and \$.25 per copy to comply with such demand. Borrower also agrees that any amount not paid within fifteen days of Lender's request may be added to the principal amount of the remaining indebtedness subject to the rate of interest on the Note until paid.
7. Borrower warrants that Borrower has, or, if this creates a purchase money security interest, will acquire, an unencumbered title to, and the possession of the Collateral, and agrees to keep the Collateral free of all other liens whatsoever, and the Borrower will not sell, otherwise dispose of, encumber, or give any other security interest in Collateral without the prior written consent of Lender.
8. Borrower warrants and agrees that if the Collateral is, or will be affixed to realty, Borrower will, upon demand, furnish Lender with a disclaimer, signed by all persons having an interest in the real estate, of any interest in the Collateral.
9. Borrower has executed a deed of trust or a mortgage granting Lender a lien in the Collateral if the Collateral is real property.
10. Borrower agrees that:
- Borrower will be responsible for any loss of, or damage to, the Collateral and will maintain and keep the same in good repair and condition, in default of which Lender may, at its option, maintain and repair the Collateral and add the cost thereof to the obligation secured. Borrower will promptly upon demand, reimburse Lender of the cost of any such maintenance or repairs.
 - Borrower will keep the Collateral and the interest of Lender therein fully insured with companies acceptable to Lender, to the satisfaction of Lender, against loss or damage by fire, theft and such other risks as Lender shall require. In the event said Collateral shall at any time not be fully insured as provided, Lender, at its option, may cause the same to be so insured and add the cost thereof to the obligation secured. Borrower will promptly, upon demand, reimburse Lender for the cost of any such insurance paid for by Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby granted the power of attorney to collect on behalf of Borrower any insurance proceeds or to settle and to compromise any insurance claims or to bring suit to recover thereunder.
 - Borrower will not, without the prior written consent of Lender, move the Collateral from the county in which it is to be located, and will promptly notify Lender of any change in Borrower's residence or any of the Borrower's places of business.
11. **OTHER SECURITY:** Borrower agrees that any present or future agreement, securing any other debt Borrower owes Lender, will also secure the payment of this Note and Security Agreement where allowed by law. However, an agreement securing any other debt will not secure this Note and Security Agreement if either of the following applies:
- Lender fails to make a disclosure required by law of the existence of such security agreement, or
 - Lender fails to provide (to any person entitled) any notice of right of rescission required by law for this transaction.
12. **DEFAULTS:** Upon the occurrence of any of the following described events, each of which will constitute a default, Lender shall have all rights and remedies provided by law, and without limiting the generality of the foregoing, shall include the election to accelerate without notice or demand the final maturity of all of the obligations secured:
- The nonpayment, when the same shall be due, of any installment or other payment on account of the principal or interest of this Note;
 - The breach of any warranty or agreement by Borrower herein contained, or contained in any deed of trust, mortgage or security agreement executed by Borrower in connection herewith;
 - The death or incompetency of any individual Borrower, or, if Borrower is a partnership, of a partner;
 - The default of Borrower under the terms of any lease of, or deed of trust or mortgage on, the premises upon which the Collateral may be located;
 - Any assignment for the benefit of the creditors or the commencement of any bankruptcy, receivership, reorganization, foreclosure, insolvency or liquidation proceedings by or against the Borrower, or if Borrower is a partnership, by an agreement as partner;
 - The reasonable determination by Lender at any time that it is inadequately secured hereby with respect to the obligation; or
 - The creation of any other lien or the issuance of any attachment against the Collateral or the entry of judgment against Borrower;
 - The occurrence of a default under any other obligation of Borrower, individually or jointly, to Lender;
 - Seizure, levy or confiscation under any legal or governmental process against the collateral.

IN THE EVENT OF DEFAULT, BORROWER AGREES THAT LENDER MAY, WITHOUT NOTICE, INCREASE THE INTEREST RATE BY 6% PER ANNUM OR TO THE HIGHEST RATE ALLOWED BY LAW, WHICHEVER IS LESS.

Additionally, in the event of a default, Borrower agrees on demand to deliver Collateral to Lender, and Lender may, without notice or demand and without legal process, enter upon the premises of Borrower and take possession of the Collateral on said premises or wherever found. Further, Borrower agrees to pay and remains liable to Lender for any costs of disposition of the Collateral as well as for reasonable attorneys' fees, court costs and any and every deficiency after the proceeds from the sale of the Collateral are applied as provided by the Uniform Commercial Code as enacted in the state governing this instrument.

13. No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any default.

14. As used herein, "Borrower" if there be more than one, shall mean "all the Borrowers and each or any of them" and in such case they are jointly and severally bound hereby.

15. A photographic or other reproduction of this Note and Security Agreement or a financing statement is sufficient as a financing statement.

16. In no event shall the interest rate due hereunder exceed the maximum rate of interest under applicable state or federal usury laws.

17. This Note and Security Agreement will be governed by the laws of the State in which these documents were executed. If these documents were executed in Maryland this loan is made pursuant to the credit grantor provisions of the Maryland Commercial Law Code, Md. Com. Law Code Ann. Sec. 12-1001 et seq.

NOTICE OF PROPOSED CREDIT INSURANCE-OHIO RESIDENTS

This notice applies only if Borrower(s) chose to obtain group credit life or group credit disability insurance. The type of insurance, the premium and the name and address of the Insurance company are indicated on the first page of this Note and Security agreement. This insurance, subject to acceptance by the insurer, covers only the person(s) who signed the request for insurance. Only the named insured will be covered under credit disability insurance. The term of insurance will commence on the date the indebtedness is incurred and will expire on the original maturity date of this Note, unless terminated earlier as provided for in the Certificate of Insurance. Credit life insurance insures the scheduled unpaid balance on the date of death. Credit disability insurance insures each regular installment payment while the insured is disabled. Credit disability insurance monthly coverage is limited to the originally scheduled monthly payment or the policy limitation. If the insurance is accepted by the insurer, a Certificate of Insurance which describes the insurance coverage Borrower(s) have obtained will be delivered to Borrower(s) within 30 days. In the event of termination of the insurance prior to the scheduled maturity date of the indebtedness, any refund of an amount paid by the Borrower(s) for insurance shall be credited promptly to the Borrower(s) account. Borrower(s) must refer to the Certificate of Insurance for the complete terms and conditions of Borrower(s) Insurance.

The following notice is applicable if this agreement involves a purchase of goods or services to which the FTC HOLDER in DUE COURSE RULE applies.

**IF THE COLLATERAL IS TO BE USED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES:
NOTICE**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Credit Reporting:

If you believe information we report about the credit history on your account(s) is incomplete, inaccurate or outdated, you must provide us with clear written documentation including the name on the account, the account number and the nature of the disputed information. Please write to us at HOME EQUITY OF AMERICA, INC.
38 Fountain Square Plaza, Post Office Box 639090, Cincinnati, OH 45263-9090.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
200103072

RECORDED ON

MAR 05, 2001
12:22:06 PM

RECORDING FEES - \$19.00

REORDER

SALE TAX \$1.00

IMPROVEMENT FUND

SALE TAX \$0.50

SETTLEMENT SERVICES \$21.50

CUSTOMER

SETTLEMENT SERVICES

CFR
40

Parcel Number:

84088 1569

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 2, 2001

The mortgagor is

TIFFANI N. KARR, A SINGLE PERSON WHOSE MAILING ADDRESS IS 510 EAST MAIN ST DU
BOIS, PA 15801-0000

("Borrower"). This Security Instrument is given to HOME EQUITY OF AMERICA, INC.
which is organized and existing under the laws of OHIO and whose address is
701 E. 83RD AVE. MERRILLVILLE, IN 46410

("Lender").

Borrower owes Lender the principal sum of Eleven Thousand Seven Hundred AND 00/100

Dollars (U.S. 11,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 03/16/11.

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with mortgage covenants, the following described property located in the County of Clearfield, State of PENNSYLVANIA, to wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of ~~ROAD~~ 1 CARDINAL DRIVE ROCKTON, PA 15856-0000
("Property Address");

NOTICE OF ASSIGNMENT: THIS MORTGAGE IS HEREBY ASSIGNED TO FIFTH THIRD BANK,
INDIANA 56 WASHINGTON ST., VALPARAISO, IN 46383 AS OF THE DATE HEREOF.

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims and demands.

EXHIBIT

ALL of the following described parcel or piece of land situate in Union Township, Clearfield County, Pennsylvania, located on the Rockton Road leading to the Dan Smith Property, now or formerly the property of John R. Knarr at a point on the South side of a Public Road, on a private road leading from the Township Road through land now or formerly of George Bloom and at a point on the South side of a private drive on the boundary line of land now or formerly of George Bloom and the said land now or formerly of John R. Knarr, the point being also located on the boundary line between Warrants 2205 and 2206, to wit:

BEGINNING at the point and extending Southerly along said line between lands now or formerly of George E. Bloom and John R. Knarr, a distance of approximately 800 feet to the intersection of the property formerly of Henry Lininger and now or formerly of the George G. Sackandy property; thence in a Westerly direction along the line between land now or formerly of George Bloom and line now or formerly of the said George G. Sackandy lands, approximately 800 feet to a point of intersection of the Southeast side of the said Township Road leading to the farm now or formerly of John R. Knarr; thence in a Northeasterly direction and by the various courses and distances along the Southeasterly side of the said Township Road and the mentioned private drive to the said lines now or formerly of John R. Knarr and George Bloom, approximately 1260 feet to the beginning.

BEING the same parcel or piece of land title to which became vested in Mark Allen Coon, Jr., single, and Tiffani I. Karr, single, as joint tenants with right of survivorship, by deed of Richard John Kroft and Sheila Mary Kroft, husband and wife, dated March 2, 2001 and recorded March 2, 2001 in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, for the consideration of \$58,510.00.

BEING FURTHER IDENTIFIED as Tax Map #129-E06-000-019.2.

JK

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 25 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this security instrument, including Borrower's covenants to make payments when due. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

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8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in Item 1 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. **Forbearance By Lender Not A Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set forth above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. **Governing Law; Severability.** This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

16. **Transfer of the Property and Interest Therein.** If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

17. **Acceleration; Remedies.** Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. **Borrower's Right to Redeem.** Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

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19. **Assignments of Rents.** Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

20. **Future Advances.** Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

21. **Rental of Property Restricted.** Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 19 or any other provision hereof.

22. **Release.** Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

23. **Mortgage as Security For Other Liabilities.** Where permissible by statute, this Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions.

24. **Uniform Commercial Code Security Agreement.** Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

25. **Flood Insurance.** If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.

26. **Jury Waiver.** UNLESS OTHERWISE PROHIBITED BY LAW, BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

Patricia Nadorlik

TIFFANI N. KARR (Seal)

(Seal)

(Seal)

(Seal)

STATE OF Pennsylvania, Clearfield COUNTY

On this 2nd DAY OF March, 2001, before me, a Notary Public in and for said County and State, personally appeared

TIFFANI N. KARR, A SINGLE PERSON WHOSE MAILING ADDRESS IS 510 EAST MAIN ST DU
BOIS, PA 15801-0000

the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the same and did sign the foregoing instrument, and that the same is HIS/HER free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: Oct. 30, 2004

(Seal)

Patricia Nadorlik
Notary Public

This instrument was prepared by: HOME EQUITY OF AMERICA, INC.
701 E. 83RD AVE. MERRILLVILLE, IN 46410



NOTARIAL SEAL
PATRICIA NADORLIK, Notary Public
Westmont Boro., Cambria County, PA
My Commission Expires Oct. 30, 2004

NOTARIAL SEAL
PATRICIA NADORLIK, Notary Public
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FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT
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VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Stacy Dooley
(Name)
Assistant Cashier of Fifth Third Bank, plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley AC
(Signature) **S. DOOLEY, ASST. CASHIER**

WWR# 02834609

5/3 Account No. 840881569