

03-1008-CD  
CLEARFIELD BANK & TRUST CO. vs. THOMAS R. DUVAL, etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.

CIVIL DIVISION

Plaintiff,

Case No. 03-1008-CD

vs.

THOMAS R. DUVAL and  
SALLY J. DUVAL,

COMPLAINT IN MORTGAGE  
FORECLOSURE

Defendants.

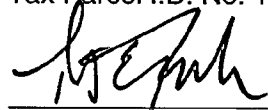
Filed on behalf of CLEARFIELD BANK &  
TRUST CO., Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

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

R.R. 1, Box 54  
Grampian, Pennsylvania 16838  
Tax Parcel I.D. No. 125-F10-67



Thomas E. Reiber, Esquire  
Attorney for Plaintiff

FILED

JUL 09 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

**IMPORTANT NOTICE**

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, CLEARFIELD BANK & TRUST CO., by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, Clearfield Bank & Trust Co. (the "Bank"), is a banking association with business offices at 11 North Second Street, Clearfield, Pennsylvania 16830.

2. Defendants, Thomas R. Duval and Sally J. Duval ("Guarantors"), are adult individuals whose last known address is R.R. 1, Box 54, Grampian, Pennsylvania 16838.

3. On or about June 30, 1998, Robert Duval and Bryce Hathaway Real Estate Partnership ("Borrowers") executed and delivered a Promissory Note ("Note") to the Bank in the principal amount of \$285,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. On or about June 30, 1998, the Guarantors executed and delivered to the Bank that certain Guaranty and Suretyship Agreement whereby the Guarantors absolutely and unconditionally, jointly and severally, promised to perform all of the obligations of the Borrowers

under the Note ("Guaranty"). A true and correct copy of the Guaranty is attached hereto as Exhibit "B" and incorporated herein.

5. The obligations evidenced by the Guaranty are secured by a Mortgage dated June 30, 1998 ("Mortgage") given by Guarantors to the Bank, granting the Bank a security interest in certain real property located in Penn Township, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at Mortgage Book Volume 1946, Page 287. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "C" and incorporated herein.

6. On or about November 1, 2002, the Plaintiff foreclosed on certain real estate that also served to secure repayment of the Note, and on May 5, 2003 the Court of Common Pleas of Clearfield County entered an Order setting the deficiency judgment due to Plaintiff by the Defendants at \$27,323.18. A certified copy of the Order is attached hereto as Exhibit "D" and incorporated herein.

7. The Guarantors are in default of the provisions of the Note and the Mortgage for failure to make payments when due.

8. The Defendants are the real and record owners of the Premises.

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

10. On or about July 11, 2002, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). True and correct copies of the notices marked as Exhibit "E" are attached hereto and incorporated herein.

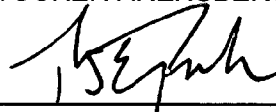
11. The amount due Bank under the Note and Mortgage as of July 3, 2003 is as follows:

Principal.....	\$ 27,323.18
Interest from May 5, 2003 at the contract rate of interest .....	to be added
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
TOTAL.....	\$27,323.18

13. The total amount now due to the Bank under the Note and Mortgage as of July 3, 2003 was Two Hundred Twenty Seven Thousand Three Hundred Twenty Three and 18/100 Dollars (\$27,323.18) plus interest accruing from May 5, 2003 at the contract rate, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Two Hundred Twenty Seven Thousand Three Hundred Twenty Three and 18/100 Dollars (\$27,323.18), plus continuing interest at the contract rate from May 5, 2003, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



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Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorney for Clearfield Bank & Trust Co.,  
Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

vs.

THOMAS R. DUVAL and  
SALLY J. DUVAL,

Defendants.

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CIVIL DIVISION

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

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

)  
)  
)

SS:

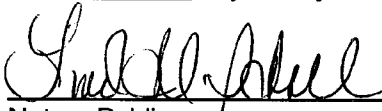
I, Thomas E. Reiber, Esquire, being duly sworn according to law, hereby depose and say that the Defendants, Thomas R. Duval and Sally J. Duval, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



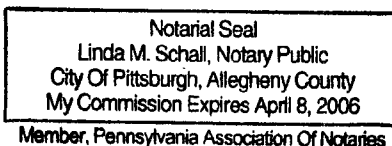
Thomas E. Reiber, Esquire

Sworn to and subscribed before me

this 3rd day of July, 2003.

  
Notary Public

My Commission Expires:



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

Debtor

of

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

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

("Lender")

at any of Lender's branch offices,

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

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

and shall be payable with each principal payment as billed.  
If a payment is made more than 15 days after its scheduled due date, a late charge of 5% of the payment amount or a minimum of \$5.00 will be charged.

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

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

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

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

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

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

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

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

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

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

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

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

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

Name \_\_\_\_\_ (SEAL)  
Name \_\_\_\_\_ (SEAL)  
Name \_\_\_\_\_ (SEAL)

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Robert Duval and Bryce Hathaway Real Estate Partnership  
Name of Corporation or Partnership  
By: \_\_\_\_\_ (SEAL)  
Name and Title Thomas R. Duval, Partner  
Attest: \_\_\_\_\_ (SEAL)  
Name and Title Bryce Hathaway, Partner

EXHIBIT

A



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

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

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

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

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

## GUARANTY AND SURETYSHIP AGREEMENT

WHEREAS, **Robert Duval and Bryce Hathaway Real Estate Partnership**, (hereinafter called "Borrower") desires to transact business with and to obtain credit or a continuation or renewal of credit from **Clearfield Bank & Trust Company** (hereinafter called "Bank"); and

WHEREAS, Bank is unwilling to extend or continue credit or any renewal thereof to Borrower without this Guaranty;

NOW, THEREFORE, in order to induce Bank to extend, continue, or renew credit to Borrower, and in consideration of the premises and the sum of \$1.00 and of other good and valuable consideration, the undersigned, as surety, subject to the limitation, if any, hereinafter set forth in Paragraph 1, hereby absolutely and unconditionally guarantees to Bank prompt payment when due and at all times thereafter of any and all existing and future indebtedness and liability of every kind, nature and character (including all renewals, extensions and modifications thereof) from Borrower to Bank, howsoever and whensoever created or arising or evidenced or acquired.

1. The amount of the undersigned's liability hereunder shall be \$285,000.00. The undersigned agrees that the amount of Borrower's liabilities to Bank may from time to time exceed the undersigned's liability hereunder without in any way affecting or impairing the liability of the undersigned hereunder.
2. This Guaranty is made and shall continue as to any and all indebtedness and liability of Borrower to Bank incurred or arising without regard to collateral or security or guaranties or other obligers, if any, or to the validity or effectiveness of any and all thereof; and any and all such collateral and security and guaranties and other obligers, if any, may from time to time without notice to, or consent of the undersigned, be sold, released, surrendered, exchanged, settled, compromised, waived, subordinated or modified, with or without consideration, on such terms or conditions as may be acceptable to Bank, without in any manner affecting or impairing the liability of the undersigned hereunder. The termination of this Guaranty, in the manner aforesaid, shall not relieve the undersigned from liability upon any indebtedness or liability of Borrower existing at the time of such termination.
3. The undersigned's liability hereunder is several and is independent of any other guaranties at any time in effect with respect to all or any part of the indebtedness or liability of Borrower to Bank, and may be enforced regardless of the existence of any such other guaranties. This is an agreement of suretyship as well as of guaranty, and without being required to proceed first against Borrower or any other person or entity, or against any collateral or other security for Borrower's obligations to Lender, Lender may proceed directly against the undersigned whenever Borrower fails to make any payment when due, or otherwise fails to perform any obligation now or hereafter owed to Bank.
4. The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and Borrower's obligations or liabilities to Bank including, but not limited to: notice of acceptance hereof; notice of the creation, existence, amendment, modification,

**EXHIBIT**

tabbies  
B

waiver, renewal, extension or acquisition of any obligation or liability hereby guaranteed; notice of any adverse change in Borrower's financial condition of which Bank acquires knowledge or of any other fact affecting the undersigned's risk hereunder; and notice of default by Borrower or any other guarantor of Borrower's obligations or liabilities. The undersigned further waives presentment, demand, protest, and notice thereof as to any instrument representing indebtedness covered by this Guaranty, as well as any right to require Bank to sue or otherwise enforce payment thereof. In addition, the undersigned waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder and waives all defenses whatsoever to undersigned's liability hereunder other than payment.

5. If any of Borrower's obligations or liabilities to Bank are not duly performed, including the prompt payment when due of any amount payable thereunder, and if Bank is prevented from accelerating payment thereunder, (whether because of bankruptcy, insolvency, or reorganization or any other reason) all of Borrower's liabilities to Bank shall, at Bank's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.
6. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth in Paragraph 1 hereof, the undersigned also agrees to pay to Bank on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the Borrower's liabilities to Bank or the liability of the undersigned hereunder.
7. The undersigned hereby authorizes and empowers any Prothonotary, Clerk or Attorney of any Court of Record to appear for and confess judgment against the undersigned in favor of Bank, its successors or assigns, for the sum set forth in Paragraph 1 hereof, with or without declaration filed, with interest and costs, release of error, without stay of execution and with reasonable attorney's fees; and the undersigned further authorizes the immediate issuing of an appropriate writ of execution upon which real or personal property may be sold without delay as provided by law or the rules of civil procedure governing the enforcement of judgments; and the undersigned also waives the right of inquisition on any real estate that may be levied upon to collect the amount due under a judgment obtained by virtue hereof, and undersigned does hereby voluntarily condemn the same and hereby waives and releases all relief from any and all appraisement, stay, exemption or homestead laws of any state, now in force, or hereafter passed, and any right to except to, strike off, open or appeal from the judgment so entered; and if a true copy of this instrument shall be filed in any such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court to the contrary notwithstanding.

No single exercise of the foregoing warrant and power to confess judgment shall be deemed to exhaust the power, but it shall continue undiminished and may be exercised from time to time as often as Bank shall elect, until all sums payable by the undersigned have been paid in full.

This Mortgage is made this 30th day of June, 1998 between  
the Mortgagor THOMAS R. DUVAL AND SALLY J. DUVAL

(herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of Two Hundred Eighty-Five Thousand and 00/100 (\$285,000.00) Dollars-----;

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 180 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_.

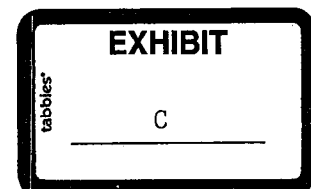
NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

SEE ATTACHED DESCRIPTION

which has the address of R. R. 1, Box 54 (Street)  
Grampian, PA 16838  
(City) (Zip Code)  
(herein "Property Addresses");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");



TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

BORROWER AND LENDER covenant and agree as follows:

1. **Payment of Principal and Interest.**  
Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Application of Payments.**  
Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.
3. **Charges; Liens.**  
Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.**  
If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in THE PROPERTY \*such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.**  
Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. **Condemnation.**  
The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking or any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.**  
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 shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refused to extend 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. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
10. **Remedies Cumulative.**  
All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**  
The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.
12. **Loan Charges.**  
If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
13. **Legislation Affecting Lender's Rights.**  
If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.



**14. Notices.**

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address for any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.**

This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that a provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

**16. Transfer of the Property or a Beneficial Interest in Borrower.**

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**17. Acceleration; Remedies.**

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

**18. Lender in Possession.**

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. **Release.**

Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

20. **Purchase Money Mortgage.**

If any of the debt secured by this Mortgage is lent to Borrower to acquire title to the Property, this Mortgage shall be a purchase money mortgage.

21. **Interest Rate After Judgment.**

Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

22. **Future Advances.**

Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said 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 Note.

23. **Environmental Hazards.**

Borrower agrees that Borrower:

(a) (1) shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and (2) shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes; (3) Borrower provides Lender access to the property at all times to perform its due diligence;

(b) shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;

(c) shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;

(d) shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;

(e) where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and

(f) shall report or submit to the Lender promptly: (1) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (2) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.

(g) Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

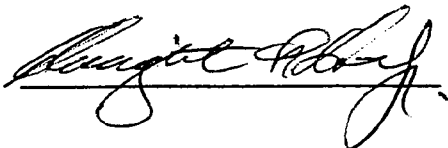
**24. Riders to this Mortgage.**

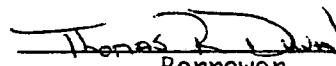
If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage [check applicable box(es)]

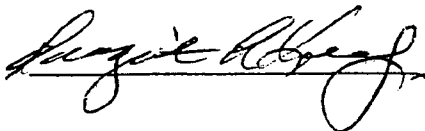
- ☐ Adjustable Rate Rider      ☐ Condominium Rider  
☐ 2-4 Family Rider      ☐ Graduated Payment Rider  
☐ Planned Unit Development Rider  
☒ Other(s) [specify] LEGAL DESCRIPTION


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

Witnesses:



 (Seal)  
 Borrower  
 Thomas R. Duval



 (Seal)  
 Borrower  
 Sally J. Duval

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD

: SS.

:

On this, the 30th day of June, 1998,

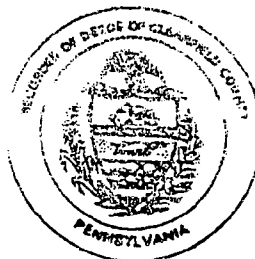
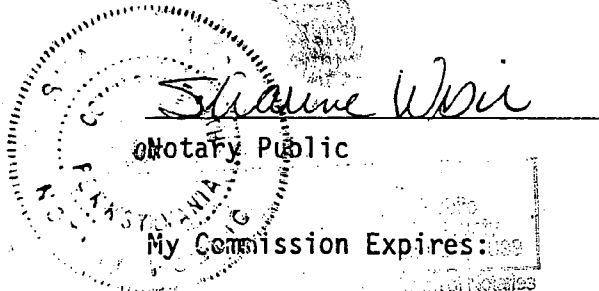
before me the undersigned officer, personally appeared \_\_\_\_\_

THOMAS R. DUVAL and SALLY J. DUVAL,known to me (or satisfactorily proven) to be the person whose name (s)  
they \_\_\_\_\_subscribed to the within instrument and acknowledged that they \_\_\_\_\_

executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand

and official seal.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.Karen L. Starck  
Recorder of DeedsI certify that the precise  
address of the within named  
lender is:11 N. Second StreetP. O. Box 171, Clearfield, PA 16830

Signature: \_\_\_\_\_

6-30-98  
 CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 3:19 PM  
 BY Dwight L. Lender  
 FEES 27.00  
 Karen L. Starck, Recorder

ALL that certain lot or parcel of real estate situate in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 3/4 inch rebar (set) on the northern right of way of Pennsylvania State Route SR-0879, said rebar being the southwest corner of lands of Margaret Schurr as recorded in Deed Book 1209, Page 551, said rebar being North 71 degrees 24 minutes 17 seconds West a distance of 81.98 feet from the intersection of the northern right of way of Pennsylvania State Route SR-0879 with the center line of Township Road T-205, said place of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern right of way of Pennsylvania State Route SR-0879 North 72 degrees 24 minutes 17 seconds West a distance of 269.60 feet to a 3/4 inch rebar (set), said rebar being the southeast corner of land of Thomas L. Harmic, Jr. and Janet K. Harmic as recorded in Deed Book 1086, page 83; thence along the eastern line of lands of Thomas L. Harmic, Jr. and Janet K. Harmic North 33 degrees 19 minutes 58 seconds East a distance of 233.28 feet to a 3/4 inch rebar (set), said rebar being on the southern line of lands of Randall Schurr, Jr.; thence along the southern line of lands of Randall Schurr, Jr. as recorded in Deed Book 732, Page 138 South 69 degrees 02 minutes 54 seconds East a distance of 210.00 feet to a 3/4 inch rebar (set), said rebar being the northwest

corner of lands of the aforementioned Margaret Schurr; thence along the western line of lands of Margaret Schurr as recorded in Deed Book 1209, Page 551 the following courses and distances: South 31 degrees 41 minutes 43 seconds West a distance of 168.84 feet to an existing 3/4 inch rebar; South 72 degrees 24 minutes 28 seconds East a distance of 50.00 feet to a 3/4 inch rebar (set); South 31 degrees 41 minutes 44 seconds West a distance of 50.00 feet to a 3/4 inch rebar (set) and place of beginning.

CONTAINING 1.14 acres as shown on map prepared by Curry and Associates dated October 10, 1994. Bearing based on map prepared by the Curwensville Engineers for William H. Caldwell dated October 4, 1956 and recorded in Deed Book 454, Page 287.

BEING the same premises as were conveyed to the Grantors herein by Deed of Paul C. Clapsaddle, et al dated October 12, 1983 and entered for record in the Recorder's Office of Clearfield County in Deed and Records Book Volume 917, Page 523, and further being the same premises as were conveyed to the Grantors herein by Deed of Paul C. Clapsaddle, et al dated June 26, 1985 and entered for record in the Recorder's Office of Clearfield County in Deed and Records Book Volume 1037, Page 333.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

vs.

ROBERT DUVALL and BRYCE  
HATHAWAY REAL ESTATE  
PARTNERSHIP,

Defendant.

CIVIL DIVISION

No. 02-556-CD

**ORDER OF COURT**

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

BY THE COURT:

/s/ JOHN K. REILLY, JR.

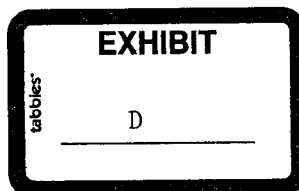
President Judge

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

MAY 05 2003

Attest.

William D. Brown  
Prothonotary/  
Clerk of Courts





Established 1902

Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171 • (814) 765-7551  
FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

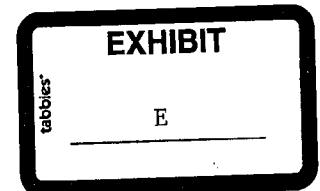
This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

This notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



#### Full Service Branches:

**BRIDGE STREET**  
COR. N. 2ND & BRIDGE STS.  
CLEARFIELD, PA 16830  
(814) 765-1645  
FAX (814) 765-2672

**GOLDENROD**  
1935 DAISY ST.  
CLEARFIELD, PA 16830  
(814) 768-5200  
FAX (814) 768-5206

**CURWENSVILLE**  
407 WALNUT ST.  
CURWENSVILLE, PA 16833  
(814) 236-2441  
FAX (814) 236-4650

**DuBOIS**  
91 BEAVER DRIVE  
DuBOIS, PA 15801  
(814) 371-1400  
FAX (814) 371-2903

**PHILIPSBURG**  
IRWIN DRIVE EXTENSION  
PHILIPSBURG, PA 16866  
(814) 342-5750  
FAX (814) 342-7321

HOMEOWNER'S NAME(S):	Thomas R. Duval Sally J. Duval
MAILING ADDRESS:	RR 1 Box 54 Grampian PA 16838
LOAN ACCT. NO.:	30411757
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	July 11, 2002

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 ("THE ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- \* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- \* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- \* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** — Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** — If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.



**APPLICATION FOR MORTGAGE ASSISTANCE** --- Your mortgage is in default for the reasons set forth in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** --- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 54 Grampian PA 16838

**IS SERIOUSLY IN DEFAULT because:**

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

December 2001, January, February, March, April, May & June @ \$2,849.58 = \$19,947.06

Other charges (explain/itemize): Late Charges of \$997.36

**TOTAL AMOUNT PAST DUE: \$20,944.42**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 20,944.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

**IF YOU DO NOT CURE THE DEFAULT** --- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** --- The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** **You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** **Curing your default in the manner set**

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b><u>CLEARFIELD BANK AND TRUST COMPANY</u></b>
<b><u>Address:</u></b>	<b><u>11 N. 2ND STREET, P.O. BOX 171</u></b>
	<b><u>CLEARFIELD, PA 16830</u></b>
<b><u>Phone Number:</u></b>	<b><u>(814) 765-7551 OR 1-888-765-7551</u></b>
<b><u>Fax Number:</u></b>	<b><u>(814) 765-2943</u></b>
<b><u>Contact Person:</u></b>	<b><u>LORI A. KURTZ</u></b>

**EFFECT OF SHERIFF'S SALE** --- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

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

**OFFICIAL USE**

*Bruce W. Hathaway*

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

**Postmark Here**  
 CLEARFIELD PA 16830  
 JUL 1 2002  
 USPS

**Sent To**  
*Bruce W. Hathaway*  
 Street, Apt. No., or PO Box No. *7821 Locust Wood Rd*  
 City, State, ZIP+4 *Severn MD 20905*

PS Form 3800, January 2001 See Reverse for Instructions

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

**OFFICIAL USE**

*Sally J. Duval*

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

**Postmark Here**  
 CLEARFIELD PA 16830  
 JUL 1 2002  
 USPS

**Sent To**  
*Sally J. Duval*  
 Street, Apt. No., or PO Box No. *RR1 Box 54*  
 City, State, ZIP+4 *Grampian PA 16838*

PS Form 3800, January 2001 See Reverse for Instructions

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

**OFFICIAL USE**

*Thomas R. Duval*

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

**Postmark Here**  
 CLEARFIELD PA 16830  
 JUL 1 2002  
 USPS

**Sent To**  
*Thomas R. Duval*  
 Street, Apt. No., or PO Box No. *RR1 Box 54*  
 City, State, ZIP+4 *Grampian PA 16838*

PS Form 3800, January 2001 See Reverse for Instructions

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

**OFFICIAL USE**

*Lynn M. Hathaway*

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

**Postmark Here**  
 CLEARFIELD PA 16830  
 JUL 1 2002  
 USPS

**Sent To**  
*Lynn M. Hathaway*  
 Street, Apt. No., or PO Box No. *7821 Locust Wood Rd*  
 City, State, ZIP+4 *Severn MD 20905*

PS Form 3800, January 2001 See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Thomas R. Duval  
RR 1 Box 54  
Grampian, PA 16838

HUK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5474

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

7-12-02

C. Signature

X [Signature]

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sally J. Duval  
RR 1 Box 54  
Grampian, PA 16838

HUK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5481

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

7-12-02

C. Signature

X [Signature]

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Lynn M. Hathaway  
7821 Locustwood Rd  
Severn, MD  
20905

HUK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5832

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

Lynn Hathaway 7-13-02

C. Signature

X [Signature]

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

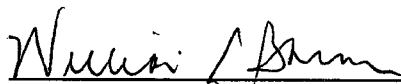
☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**VERIFICATION**

I, William A. Shiner, Senior Vice President and duly authorized representative of Clearfield Bank & Trust Co., depose and say subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint are true and correct upon my information and belief.

A handwritten signature in dark ink, appearing to read 'William A. Shiner', is written over a horizontal line.

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

FILED  
m 7/12/03  
JUL 09 2003  
Attg pd.  
85.00  
2 cc Shff

William A. Shaw  
Prithenotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

vs.

THOMAS R. DUVAL and  
SALLY J. DUVAL,

Defendants.

CIVIL DIVISION

No. 03-1008-CD

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

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

Counsel of record for this party:

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

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

FILED

SEP 05 2003  
m 13:30/atty Arensberg  
William A. Shaw  
Prothonotary/Clerk of Courts  
pd  
\$20.00

Not. Sep. E  
Stat. att. J

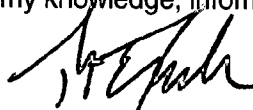
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 03-1008-CD
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA	)	
	)	SS:
COUNTY OF ALLEGHENY	)	

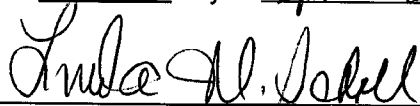
I, Thomas E. Reiber, Esquire, being duly sworn according to law, hereby depose and say that the Defendants, Thomas R. Duval and Sally J. Duval, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



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

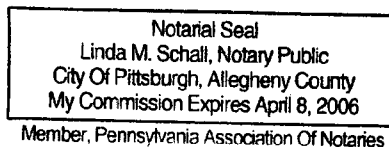
Sworn to and subscribed before me

this 2nd day of September, 2003.



Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 03-1008-CD
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

Kindly enter Judgment against the Defendants, Thomas R. Duval and Sally J. Duval, in default of an Answer, in the amount of \$28,016.56, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

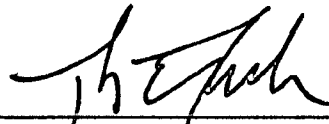
Amount claimed in Complaint ..... \$27,323.18

Interest from 05/05/03 through 09/02/03 ..... 693.38  
(@ \$6.55 per diem 5/5/03 thru 7/31/03 and  
\$3.74 per diem 8/1/03 thru 9/2/03)

TOTAL..... \$28,016.56

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

TUCKER ARENSBERG, P.C.



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

Plaintiff: Clearfield Bank & Trust Co., c/o TUCKER ARENSBERG, P.C.,  
1500 One PPG Place, Pittsburgh, PA 15222

Defendants: Thomas R. Duval, 702 Windy Hill Road, N. Myrtle Beach, SC 29582-5241  
Sally J. Duval, 702 Windy Hill Road, N. Myrtle Beach, SC 29582-5241

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 03-1008-CD
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

TO: Thomas R. Duval  
702 Windy Hill Road  
N. Myrtle Beach, SC 29582-5241

DATE OF NOTICE: August 13, 2003

**IMPORTANT NOTICE**

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

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

TUCKER ARENSBERG, P.C.

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

Thomas E. Reiber, Esquire

Pa. I.D. #41825

Attorney for Clearfield Bank & Trust Co., Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 03-1008-CD
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

**NOTICE OF JUDGMENT**

To: Thomas R. Duval  
702 Windy Hill Road  
N. Myrtle Beach, SC 29582-5241

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on September 5, 2003, in the amount of \$28,016.56, plus continuing interest  
at the contract rate together with costs, late charges, and attorney's fees.



\_\_\_\_\_  
Prothonotary

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

Clearfield Bank & Trust Co  
Plaintiff(s)

No.: 2003-01008-CD

Real Debt: \$28,016.56

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Thomas R. Duval  
Sally J. Duval  
Defendant(s)

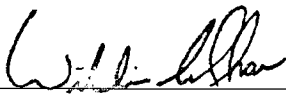
Entry: \$20.00

Instrument: Default Judgment/Mortgage  
Foreclosure

Date of Entry: September 5, 2003

Expires: September 5, 2008

Certified from the record this 5th of September, 2003

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

vs.

THOMAS R. DUVAL and  
SALLY J. DUVAL,

Defendants.

CIVIL DIVISION

No. 03-1008-CD

PRAECIPE FOR WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

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

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

CERTIFICATE OF ADDRESS:

R.R. 1, Box 54  
Grampian, Pennsylvania 16838  
Tax Parcel I.D. No. 125-F10-67

FILED

OCT 06 2003

M/11:56/1003  
William A. Shaw

Prothonotary/Clerk of Courts

NO COST.

6 units to SHFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

CLEARFIELD BANK & TRUST CO.

VS.

DUVAL, THOMAS R. & SALLY J.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14294

03-1008-CD

SHERIFF RETURNS

NOW JULY 21, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO THOMAS R. DUVAL and SALLY J. DUVAL, DEFENDANTS. MOVED TO: 702 WINDY HILL ROAD, NORTH MYRTLE BEACH, SC 29582.

Return Costs

Cost	Description
27.64	SHERIFF HAWKINS PAID BY: ATTY CK# 248437
20.00	SURCHARGE PAID BY: ATTY CK# 248436

Sworn to Before Me This

22 Day Of July 2003  
William A. Shaw

So Answers,

Chester A. Hawkins  
My Mauly Hamr  
Chester A. Hawkins  
Sheriff

FILED

9:00 10:00 BA

JUL 22 2003

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.

CIVIL DIVISION

Plaintiff,

Case No. 03-1008-CD

vs.

THOMAS R. DUVAL and  
SALLY J. DUVAL,

COMPLAINT IN MORTGAGE  
FORECLOSURE

Defendants.

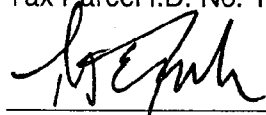
Filed on behalf of CLEARFIELD BANK &  
TRUST CO., Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

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

R.R. 1, Box 54  
Grampian, Pennsylvania 16838  
Tax Parcel I.D. No. 125-F10-67

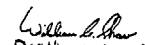


Thomas E. Reiber, Esquire  
Attorney for Plaintiff

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

JUL 09 2003

Attest.

  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, CLEARFIELD BANK & TRUST CO., by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, Clearfield Bank & Trust Co. (the "Bank"), is a banking association with business offices at 11 North Second Street, Clearfield, Pennsylvania 16830.

2. Defendants, Thomas R. Duval and Sally J. Duval ("Guarantors"), are adult individuals whose last known address is R.R. 1, Box 54, Grampian, Pennsylvania 16838.

3. On or about June 30, 1998, Robert Duval and Bryce Hathaway Real Estate Partnership ("Borrowers") executed and delivered a Promissory Note ("Note") to the Bank in the principal amount of \$285,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. On or about June 30, 1998, the Guarantors executed and delivered to the Bank that certain Guaranty and Suretyship Agreement whereby the Guarantors absolutely and unconditionally, jointly and severally, promised to perform all of the obligations of the Borrowers

under the Note ("Guaranty"). A true and correct copy of the Guaranty is attached hereto as Exhibit "B" and incorporated herein.

5. The obligations evidenced by the Guaranty are secured by a Mortgage dated June 30, 1998 ("Mortgage") given by Guarantors to the Bank, granting the Bank a security interest in certain real property located in Penn Township, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at Mortgage Book Volume 1946, Page 287. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "C" and incorporated herein.

6. On or about November 1, 2002, the Plaintiff foreclosed on certain real estate that also served to secure repayment of the Note, and on May 5, 2003 the Court of Common Pleas of Clearfield County entered an Order setting the deficiency judgment due to Plaintiff by the Defendants at \$27,323.18. A certified copy of the Order is attached hereto as Exhibit "D" and incorporated herein.

7. The Guarantors are in default of the provisions of the Note and the Mortgage for failure to make payments when due.

8. The Defendants are the real and record owners of the Premises.

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

10. On or about July 11, 2002, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). True and correct copies of the notices marked as Exhibit "E" are attached hereto and incorporated herein.

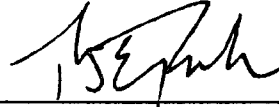
11. The amount due Bank under the Note and Mortgage as of July 3, 2003 is as follows:

Principal.....	\$ 27,323.18
Interest from May 5, 2003 at the contract	
rate of interest .....	to be added
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
TOTAL.....	\$27,323.18

13. The total amount now due to the Bank under the Note and Mortgage as of July 3, 2003 was Two Hundred Twenty Seven Thousand Three Hundred Twenty Three and 18/100 Dollars (\$27,323.18) plus interest accruing from May 5, 2003 at the contract rate, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Two Hundred Twenty Seven Thousand Three Hundred Twenty Three and 18/100 Dollars (\$27,323.18), plus continuing interest at the contract rate from May 5, 2003, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



---

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorney for Clearfield Bank & Trust Co.,  
Plaintiff


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA	)	
	)	SS:
COUNTY OF ALLEGHENY	)	

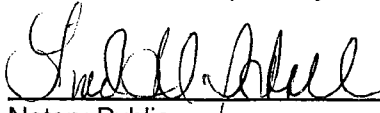
I, Thomas E. Reiber, Esquire, being duly sworn according to law, hereby depose and say that the Defendants, Thomas R. Duval and Sally J. Duval, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



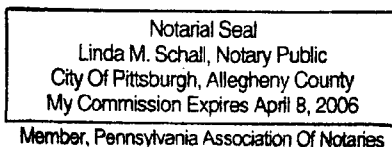
\_\_\_\_\_  
Thomas E. Reiber, Esquire

Sworn to and subscribed before me

this 3rd day of July, 2003.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



000.00

## PROMISSORY NOTE

Loan #

0411757

Dated June 30,

19 98

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

Debtor

of

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

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

("Lender")

at any of Lender's branch offices,

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

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

and shall be payable with each principal payment as billed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

Name \_\_\_\_\_ (SEAL)  
 Name \_\_\_\_\_ (SEAL)  
 Name \_\_\_\_\_ (SEAL)

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Name of Corporation or Partnership Robert Duval and Bryce Hathaway Real Estate Partnership  
 By: Thomas R. Duval (SEAL)  
 Name and Title Thomas R. Duval, Partner  
 Attest: Bryce Hathaway (SEAL)  
 Name and Title Bryce Hathaway, Partner

EXHIBIT

A

## GUARANTY AND SURETYSHIP AGREEMENT

WHEREAS, Robert Duval and Bryce Hathaway Real Estate Partnership, (hereinafter called "Borrower") desires to transact business with and to obtain credit or a continuation or renewal of credit from Clearfield Bank & Trust Company (hereinafter called "Bank"); and

WHEREAS, Bank is unwilling to extend or continue credit or any renewal thereof to Borrower without this Guaranty;

NOW, THEREFORE, in order to induce Bank to extend, continue, or renew credit to Borrower, and in consideration of the premises and the sum of \$1.00 and of other good and valuable consideration, the undersigned, as surety, subject to the limitation, if any, hereinafter set forth in Paragraph 1, hereby absolutely and unconditionally guarantees to Bank prompt payment when due and at all times thereafter of any and all existing and future indebtedness and liability of every kind, nature and character (including all renewals, extensions and modifications thereof) from Borrower to Bank, howsoever and whensoever created or arising or evidenced or acquired.

1. The amount of the undersigned's liability hereunder shall be \$285,000.00. The undersigned agrees that the amount of Borrower's liabilities to Bank may from time to time exceed the undersigned's liability hereunder without in any way affecting or impairing the liability of the undersigned hereunder.
2. This Guaranty is made and shall continue as to any and all indebtedness and liability of Borrower to Bank incurred or arising without regard to collateral or security or guaranties or other obligers, if any, or to the validity or effectiveness of any and all thereof; and any and all such collateral and security and guaranties and other obligers, if any, may from time to time without notice to, or consent of the undersigned, be sold, released, surrendered, exchanged, settled, compromised, waived, subordinated or modified, with or without consideration, on such terms or conditions as may be acceptable to Bank, without in any manner affecting or impairing the liability of the undersigned hereunder. The termination of this Guaranty, in the manner aforesaid, shall not relieve the undersigned from liability upon any indebtedness or liability of Borrower existing at the time of such termination.
3. The undersigned's liability hereunder is several and is independent of any other guaranties at any time in effect with respect to all or any part of the indebtedness or liability of Borrower to Bank, and may be enforced regardless of the existence of any such other guaranties. This is an agreement of suretyship as well as of guaranty, and without being required to proceed first against Borrower or any other person or entity, or against any collateral or other security for Borrower's obligations to Lender, Lender may proceed directly against the undersigned whenever Borrower fails to make any payment when due, or otherwise fails to perform any obligation now or hereafter owed to Bank.
4. The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and Borrower's obligations or liabilities to Bank including, but not limited to: notice of acceptance hereof; notice of the creation, existence, amendment, modification,

**EXHIBIT**

B

waiver, renewal, extension or acquisition of any obligation or liability hereby guaranteed; notice of any adverse change in Borrower's financial condition of which Bank acquires knowledge or of any other fact affecting the undersigned's risk hereunder; and notice of default by Borrower or any other guarantor of Borrower's obligations or liabilities. The undersigned further waives presentment, demand, protest, and notice thereof as to any instrument representing indebtedness covered by this Guaranty, as well as any right to require Bank to sue or otherwise enforce payment thereof. In addition, the undersigned waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder and waives all defenses whatsoever to undersigned's liability hereunder other than payment.

5. If any of Borrower's obligations or liabilities to Bank are not duly performed, including the prompt payment when due of any amount payable thereunder, and if Bank is prevented from accelerating payment thereunder, (whether because of bankruptcy, insolvency, or reorganization or any other reason) all of Borrower's liabilities to Bank shall, at Bank's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.
6. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth in Paragraph 1 hereof, the undersigned also agrees to pay to Bank on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the Borrower's liabilities to Bank or the liability of the undersigned hereunder.
7. The undersigned hereby authorizes and empowers any Prothonotary, Clerk or Attorney of any Court of Record to appear for and confess judgment against the undersigned in favor of Bank, its successors or assigns, for the sum set forth in Paragraph 1 hereof, with or without declaration filed, with interest and costs, release of error, without stay of execution and with reasonable attorney's fees; and the undersigned further authorizes the immediate issuing of an appropriate writ of execution upon which real or personal property may be sold without delay as provided by law or the rules of civil procedure governing the enforcement of judgments; and the undersigned also waives the right of inquisition on any real estate that may be levied upon to collect the amount due under a judgment obtained by virtue hereof, and undersigned does hereby voluntarily condemn the same and hereby waives and releases all relief from any and all appraisement, stay, exemption or homestead laws of any state, now in force, or hereafter passed, and any right to except to, strike off, open or appeal from the judgment so entered; and if a true copy of this instrument shall be filed in any such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court to the contrary notwithstanding.

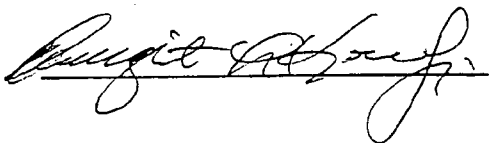
No single exercise of the foregoing warrant and power to confess judgment shall be deemed to exhaust the power, but it shall continue undiminished and may be exercised from time to time as often as Bank shall elect, until all sums payable by the undersigned have been paid in full.

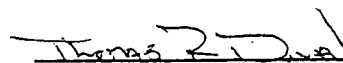


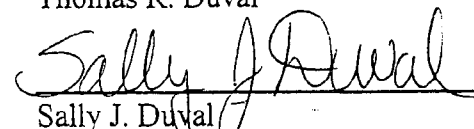
8. To secure all obligations of the undersigned hereunder, Bank shall have a lien upon and security interest in and may, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by such undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as Bank may elect; any and all balances, credits, deposits, accounts or moneys of or in the name of undersigned now or hereafter with Bank, whether held in a general or special account for deposit or for safekeeping or otherwise, and any and all property of every kind or description of or in the name of such undersigned now or hereafter, for any reason or purpose whatsoever, in the possession or control of Bank.
9. The liability of the undersigned under this Guaranty shall be unconditional and irrevocable, irrespective of (a) the genuineness, validity or enforceability of any document executed and delivered to Bank by Borrower to evidence or secure any obligation or liability of Borrower to Bank, (b) any limitation of liability of Borrower contained in any such document, (c) the existence of any collateral or other security given to secure such obligations and liabilities, (d) impossibility or the illegality of performance on the part of Borrower of its obligations or liabilities to Bank, (e) the sale or transfer of all or any portion of the collateral or other security for such obligations or liabilities, (f) any defense that may arise by reason of the incapacity or lack of authority of Borrower, (g) the failure of Bank to file or enforce a claim against the estate of Borrower in any bankruptcy or other proceeding; or (h) any other circumstance, occurrence or condition, whether similar or dissimilar to any of the foregoing, which might otherwise constitute a legal or equitable defense, discharge or release of a guarantor or surety. If Borrower defaults, this Guaranty shall remain in full force and effect until all sums due Bank by Borrower have been indefeasibly paid in full to Lender and until all such sums received by Lender are not subject to rescission, or repayment upon the bankruptcy, insolvency, or reorganization of Borrower.
10. If the undersigned consists of more than one person, such persons shall be jointly and severally liable hereunder. This Guaranty shall inure to the benefit of Bank, its successors, assigns, endorsees and any person or entity, to whom or which Bank may grant any interest in Borrower's obligations or liabilities to Bank or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, heirs, successors, assigns and other legal representatives. The undersigned intends this to be a sealed instrument and to be legally bound hereby.

WITNESS the due execution hereof this 30<sup>th</sup> day of June, 1998.

ATTEST OR WITNESS:



 (SEAL)  
Thomas R. Duval

 (SEAL)  
Sally J. Duval

ADDRESS: RR 1, Box 34, Grampian, PA 16838

This Mortgage is made this 30th day of June, 1998 between  
the Mortgagor THOMAS R. DUVAL AND SALLY J. DUVAL

(herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of Two Hundred Eighty-Five Thousand and 00/100 (\$285,000.00) Dollars-----;

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 180 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_.

NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

SEE ATTACHED DESCRIPTION

which has the address of R. R. 1, Box 54 (Street)  
Grampian, PA 16838  
(City) (Zip Code)  
(herein "Property Addresses");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");

EXHIBIT

C

TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

BORROWER AND LENDER covenant and agree as follows:

1. **Payment of Principal and Interest.**  
Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Application of Payments.**  
Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.
3. **Charges; Liens.**  
Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.**  
If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in THE PROPERTY \*such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.**  
Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
8. **Condemnation.**  
The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking or any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.**  
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 shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refused to extend 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. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
10. **Remedies Cumulative.**  
All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**  
The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.
12. **Loan Charges.**  
If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
13. **Legislation Affecting Lender's Rights.**  
If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.

**14. Notices.**

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address for any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.**

This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that a provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

**16. Transfer of the Property or a Beneficial Interest in Borrower.**

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**17. Acceleration; Remedies.**

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

**18. Lender in Possession.**

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. **Release.**

Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

20. **Purchase Money Mortgage.**

If any of the debt secured by this Mortgage is lent to Borrower to acquire title to the Property, this Mortgage shall be a purchase money mortgage.

21. **Interest Rate After Judgment.**

Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

22. **Future Advances.**

Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said 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 Note.

23. **Environmental Hazards.**

Borrower agrees that Borrower:

(a) (1) shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and (2) shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes; (3) Borrower provides Lender access to the property at all times to perform its due diligence;

(b) shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;

(c) shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;



(d) shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;

(e) where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and

(f) shall report or submit to the Lender promptly: (1) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (2) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.

(g) Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

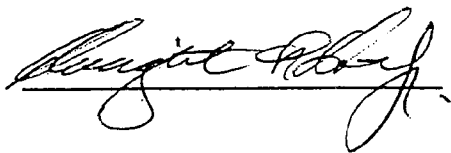
24. **Riders to this Mortgage.**

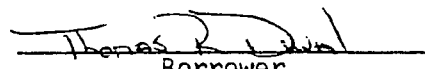
If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage [check applicable box(es)]

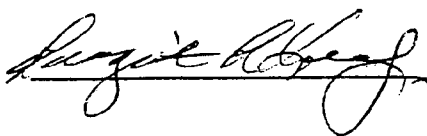
- ☐ Adjustable Rate Rider      ☐ Condominium Rider
- ☐ 2-4 Family Rider      ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☒ Other(s) [specify] **LEGAL DESCRIPTION**


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

Witnesses:



 (Seal)  
Borrower  
Thomas R. Duval



 (Seal)  
Borrower  
Sally J. Duval

COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF CLEARFIELD

:

On this, the 30th day of June, 1998,

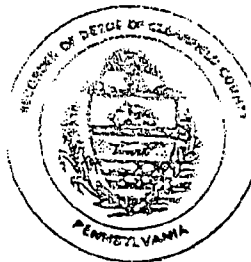
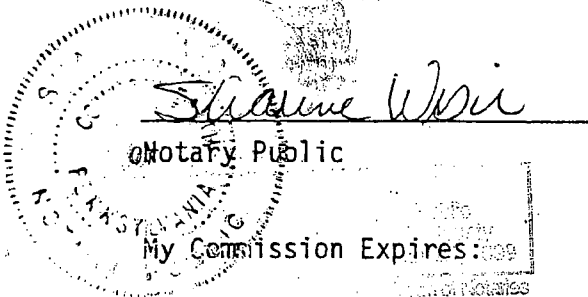
before me the undersigned officer, personally appeared \_\_\_\_\_

THOMAS R. DUVAL and SALLY J. DUVAL,known to me (or satisfactorily proven) to be the person whose name (s)  
they \_\_\_\_\_subscribed to the within instrument and acknowledged that they \_\_\_\_\_

executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand

and official seal.

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

*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

I certify that the precise  
address of the within named  
lender is:

*Deborah A. B...*  
11 N. Second Street

P. O. Box 171, Clearfield, PA 16830

Signature: \_\_\_\_\_

6-30-98  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:19 PM  
BY *Dwight L...*  
FEES 27.00  
Karen L. Starck, Recorder

ALL that certain lot or parcel of real estate situate in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 3/4 inch rebar (set) on the northern right of way of Pennsylvania State Route SR-0879, said rebar being the southwest corner of lands of Margaret Schurr as recorded in Deed Book 1209, Page 551, said rebar being North 71 degrees 24 minutes 17 seconds West a distance of 81.98 feet from the intersection of the northern right of way of Pennsylvania State Route SR-0879 with the center line of Township Road T-205, said place of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern right of way of Pennsylvania State Route SR-0879 North 72 degrees 24 minutes 17 seconds West a distance of 269.60 feet to a 3/4 inch rebar (set), said rebar being the southeast corner of land of Thomas L. Harmic, Jr. and Janet K. Harmic as recorded in Deed Book 1086, page 83; thence along the eastern line of lands of Thomas L. Harmic, Jr. and Janet K. Harmic North 33 degrees 19 minutes 58 seconds East a distance of 233.28 feet to a 3/4 inch rebar (set), said rebar being on the southern line of lands of Randall Schurr, Jr.; thence along the southern line of lands of Randall Schurr, Jr. as recorded in Deed Book 732, Page 138 South 69 degrees 02 minutes 54 seconds East a distance of 210.00 feet to a 3/4 inch rebar (set), said rebar being the northwest

corner of lands of the aforementioned Margaret Schurr; thence along the western line of lands of Margaret Schurr as recorded in Deed Book 1209, Page 551 the following courses and distances: South 31 degrees 41 minutes 43 seconds West a distance of 168.84 feet to an existing 3/4 inch rebar; South 72 degrees 24 minutes 28 seconds East a distance of 50.00 feet to a 3/4 inch rebar (set); South 31 degrees 41 minutes 44 seconds West a distance of 50.00 feet to a 3/4 inch rebar (set) and place of beginning.

CONTAINING 1.14 acres as shown on map prepared by Curry and Associates dated October 10, 1994. Bearing based on map prepared by the Curwensville Engineers for William H. Caldwell dated October 4, 1956 and recorded in Deed Book 454, Page 287.

BEING the same premises as were conveyed to the Grantors herein by Deed of Paul C. Clapsaddle, et al dated October 12, 1983 and entered for record in the Recorder's Office of Clearfield County in Deed and Records Book Volume 917, Page 523, and further being the same premises as were conveyed to the Grantors herein by Deed of Paul C. Clapsaddle, et al dated June 26, 1985 and entered for record in the Recorder's Office of Clearfield County in Deed and Records Book Volume 1037, Page 333.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ORDER OF COURT

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

BY THE COURT:

/s/ JOHN K. REILLY, JR.

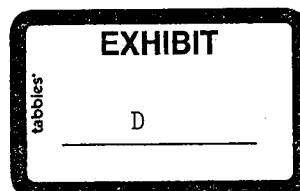
President Judge

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

MAY 05 2003

Attest.

William B. Shaw  
Prothonotary/  
Clerk of Courts





Established 1902

Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171 • (814) 765-7551  
FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

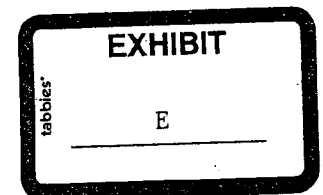
This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

This notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



#### Full Service Branches:

BRIDGE STREET  
COR. N. 2ND & BRIDGE STS.  
CLEARFIELD, PA 16830

(814) 765-1645  
FAX (814) 765-2672

GOLDENROD  
1935 DAISY ST.  
CLEARFIELD, PA 16830

(814) 768-5200  
FAX (814) 768-5206

CURWENSVILLE  
407 WALNUT ST.  
CURWENSVILLE, PA 16833

(814) 236-2441  
FAX (814) 236-4650

DuBOIS  
91 BEAVER DRIVE  
DuBOIS, PA 15801

(814) 371-1400  
FAX (814) 371-2903

PHILIPSBURG  
IRWIN DRIVE EXTENSION  
PHILIPSBURG, PA 16866

(814) 342-5750  
FAX (814) 342-7321

HOMEOWNER'S NAME(S):	<u>Thomas R. Duval</u>
	<u>Sally J. Duval</u>
MAILING ADDRESS:	<u>RR 1 Box 54</u>
	<u>Grampian PA 16838</u>
LOAN ACCT. NO.:	<u>30411757</u>
ORIGINAL LENDER:	<u>Clearfield Bank &amp; Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank &amp; Trust Company</u>
DATE:	<u>July 11, 2002</u>

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 ("THE ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- \* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- \* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- \* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** --- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** --- Your mortgage is in default for the reasons set forth in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** --- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 54 Grampian PA 16838

**IS SERIOUSLY IN DEFAULT because:**

**A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:

December 2001, January, February, March, April, May & June @ \$2,849.58 = \$19,947.06

Other charges (explain/itemize): Late Charges of \$997.36

**TOTAL AMOUNT PAST DUE: \$20,944.42**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 20,944.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

**IF YOU DO NOT CURE THE DEFAULT** --- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** --- The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** **You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** **Curing your default in the manner set**



forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b><u>Address:</u></b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b><u>Phone Number:</u></b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b><u>Fax Number:</u></b>	<b>(814) 765-2943</b>
<b><u>Contact Person:</u></b>	<b>LORIA A. KURTZ</b>

**EFFECT OF SHERIFF'S SALE** --- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

החברה נמצאת בבעלותו של מר. יצחק גולדברג, אשר מתגורר ברחוב גולדברג 10, תל אביב 6100.

7002 1940 0001 9408 5482

5474 9408 7077 7440 5474

7001 1940 0001 9408 5832

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Thomas R. Duval  
RR 1 Box 54  
Grampan, PA 16838

HAK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5474

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

7-12-02

C. Signature

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Sally J. Duval  
RR 1 Box 54  
Grampan, PA 16838

HAK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5481

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

7-12-02

C. Signature

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Lynn M. Hathaway  
7821 Locustwood Rd  
Severn, MD  
20905

HAK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5832

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

Lynn Hathaway 7-13-02

C. Signature

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

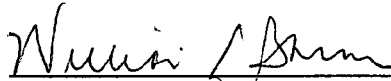
☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**VERIFICATION**

I, William A. Shiner, Senior Vice President and duly authorized representative of Clearfield Bank & Trust Co., depose and say subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint are true and correct upon my information and belief.

A handwritten signature in dark ink, appearing to read 'William A. Shiner', is written over a horizontal line.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.

CIVIL DIVISION

Plaintiff,

Case No. 03-1008-CD

vs.

THOMAS R. DUVAL and  
SALLY J. DUVAL,

COMPLAINT IN MORTGAGE  
FORECLOSURE

Defendants.

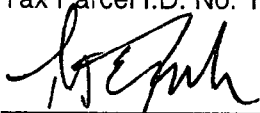
Filed on behalf of CLEARFIELD BANK &  
TRUST CO., Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

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

R.R. 1, Box 54  
Grampian, Pennsylvania 16838  
Tax Parcel I.D. No. 125-F10-67




Thomas E. Reiber, Esquire  
Attorney for Plaintiff

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

JUL 09 2003

Attest.

  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
THOMAS R. DUVAL and	)	
SALLY J. DUVAL,	)	
	)	
Defendants.	)	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, CLEARFIELD BANK & TRUST CO., by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, Clearfield Bank & Trust Co. (the "Bank"), is a banking association with business offices at 11 North Second Street, Clearfield, Pennsylvania 16830.

2. Defendants, Thomas R. Duval and Sally J. Duval ("Guarantors"), are adult individuals whose last known address is R.R. 1, Box 54, Grampian, Pennsylvania 16838.

3. On or about June 30, 1998, Robert Duval and Bryce Hathaway Real Estate Partnership ("Borrowers") executed and delivered a Promissory Note ("Note") to the Bank in the principal amount of \$285,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. On or about June 30, 1998, the Guarantors executed and delivered to the Bank that certain Guaranty and Suretyship Agreement whereby the Guarantors absolutely and unconditionally, jointly and severally, promised to perform all of the obligations of the Borrowers

under the Note ("Guaranty"). A true and correct copy of the Guaranty is attached hereto as Exhibit "B" and incorporated herein.

5. The obligations evidenced by the Guaranty are secured by a Mortgage dated June 30, 1998 ("Mortgage") given by Guarantors to the Bank, granting the Bank a security interest in certain real property located in Penn Township, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at Mortgage Book Volume 1946, Page 287. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "C" and incorporated herein.

6. On or about November 1, 2002, the Plaintiff foreclosed on certain real estate that also served to secure repayment of the Note, and on May 5, 2003 the Court of Common Pleas of Clearfield County entered an Order setting the deficiency judgment due to Plaintiff by the Defendants at \$27,323.18. A certified copy of the Order is attached hereto as Exhibit "D" and incorporated herein.

7. The Guarantors are in default of the provisions of the Note and the Mortgage for failure to make payments when due.

8. The Defendants are the real and record owners of the Premises.

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

10. On or about July 11, 2002, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). True and correct copies of the notices marked as Exhibit "E" are attached hereto and incorporated herein.



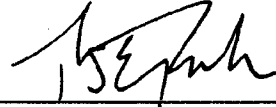
11. The amount due Bank under the Note and Mortgage as of July 3, 2003 is as follows:

Principal.....	\$ 27,323.18
Interest from May 5, 2003 at the contract	
rate of interest .....	to be added
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
TOTAL.....	\$27,323.18

13. The total amount now due to the Bank under the Note and Mortgage as of July 3, 2003 was Two Hundred Twenty Seven Thousand Three Hundred Twenty Three and 18/100 Dollars (\$27,323.18) plus interest accruing from May 5, 2003 at the contract rate, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Two Hundred Twenty Seven Thousand Three Hundred Twenty Three and 18/100 Dollars (\$27,323.18), plus continuing interest at the contract rate from May 5, 2003, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



---

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorney for Clearfield Bank & Trust Co.,  
Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO., )

Plaintiff, )

vs. )

THOMAS R. DUVAL and )  
SALLY J. DUVAL, )

Defendants. )

CIVIL DIVISION

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

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

SS:

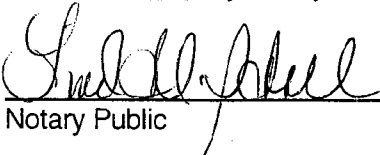
I, Thomas E. Reiber, Esquire, being duly sworn according to law, hereby depose and say that the Defendants, Thomas R. Duval and Sally J. Duval, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



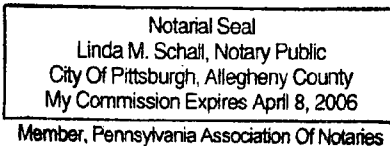
Thomas E. Reiber, Esquire

Sworn to and subscribed before me

this 30<sup>th</sup> day of July, 2003.

  
Notary Public

My Commission Expires:



1,000.00

## PROMISSORY NOTE

Loan #

0411757

Date June 30, 1998

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

Debtor

of

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

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

("Lender")

at any of Lender's branch offices,

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

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

and shall be payable with each principal payment as billed.

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

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

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

☐ If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated \_\_\_\_\_, 19\_\_\_\_, and that, whether or not additional funds are advanced herewith,

this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

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

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

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

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

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

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

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

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

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

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

Name (SEAL)

Name (SEAL)

Name (SEAL)

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Name of Corporation or Partnership Robert Duval and Bryce Hathaway Real Estate Partnership

By: Thomas R. Duval, Partner (SEAL)

Attest: Bryce Hathaway, Partner (SEAL)

EXHIBIT

A

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

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

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

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

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

## GUARANTY AND SURETYSHIP AGREEMENT

WHEREAS, Robert Duval and Bryce Hathaway Real Estate Partnership, (hereinafter called "Borrower") desires to transact business with and to obtain credit or a continuation or renewal of credit from Clearfield Bank & Trust Company (hereinafter called "Bank"); and

WHEREAS, Bank is unwilling to extend or continue credit or any renewal thereof to Borrower without this Guaranty;

NOW, THEREFORE, in order to induce Bank to extend, continue, or renew credit to Borrower, and in consideration of the premises and the sum of \$1.00 and of other good and valuable consideration, the undersigned, as surety, subject to the limitation, if any, hereinafter set forth in Paragraph 1, hereby absolutely and unconditionally guarantees to Bank prompt payment when due and at all times thereafter of any and all existing and future indebtedness and liability of every kind, nature and character (including all renewals, extensions and modifications thereof) from Borrower to Bank, howsoever and whensoever created or arising or evidenced or acquired.

1. The amount of the undersigned's liability hereunder shall be \$285,000.00. The undersigned agrees that the amount of Borrower's liabilities to Bank may from time to time exceed the undersigned's liability hereunder without in any way affecting or impairing the liability of the undersigned hereunder.
2. This Guaranty is made and shall continue as to any and all indebtedness and liability of Borrower to Bank incurred or arising without regard to collateral or security or guaranties or other obligers, if any, or to the validity or effectiveness of any and all thereof; and any and all such collateral and security and guaranties and other obligers, if any, may from time to time without notice to, or consent of the undersigned, be sold, released, surrendered, exchanged, settled, compromised, waived, subordinated or modified, with or without consideration, on such terms or conditions as may be acceptable to Bank, without in any manner affecting or impairing the liability of the undersigned hereunder. The termination of this Guaranty, in the manner aforesaid, shall not relieve the undersigned from liability upon any indebtedness or liability of Borrower existing at the time of such termination.
3. The undersigned's liability hereunder is several and is independent of any other guaranties at any time in effect with respect to all or any part of the indebtedness or liability of Borrower to Bank, and may be enforced regardless of the existence of any such other guaranties. This is an agreement of suretyship as well as of guaranty, and without being required to proceed first against Borrower or any other person or entity, or against any collateral or other security for Borrower's obligations to Lender, Lender may proceed directly against the undersigned whenever Borrower fails to make any payment when due, or otherwise fails to perform any obligation now or hereafter owed to Bank.
4. The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and Borrower's obligations or liabilities to Bank including, but not limited to: notice of acceptance hereof; notice of the creation, existence, amendment, modification,

**EXHIBIT**

B

waiver, renewal, extension or acquisition of any obligation or liability hereby guaranteed; notice of any adverse change in Borrower's financial condition of which Bank acquires knowledge or of any other fact affecting the undersigned's risk hereunder; and notice of default by Borrower or any other guarantor of Borrower's obligations or liabilities. The undersigned further waives presentment, demand, protest, and notice thereof as to any instrument representing indebtedness covered by this Guaranty, as well as any right to require Bank to sue or otherwise enforce payment thereof. In addition, the undersigned waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder and waives all defenses whatsoever to undersigned's liability hereunder other than payment.

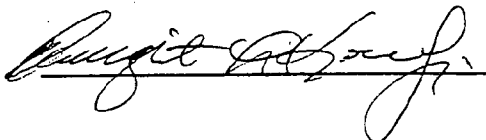
5. If any of Borrower's obligations or liabilities to Bank are not duly performed, including the prompt payment when due of any amount payable thereunder, and if Bank is prevented from accelerating payment thereunder, (whether because of bankruptcy, insolvency, or reorganization or any other reason) all of Borrower's liabilities to Bank shall, at Bank's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.
6. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth in Paragraph 1 hereof, the undersigned also agrees to pay to Bank on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the Borrower's liabilities to Bank or the liability of the undersigned hereunder.
7. The undersigned hereby authorizes and empowers any Prothonotary, Clerk or Attorney of any Court of Record to appear for and confess judgment against the undersigned in favor of Bank, its successors or assigns, for the sum set forth in Paragraph 1 hereof, with or without declaration filed, with interest and costs, release of error, without stay of execution and with reasonable attorney's fees; and the undersigned further authorizes the immediate issuing of an appropriate writ of execution upon which real or personal property may be sold without delay as provided by law or the rules of civil procedure governing the enforcement of judgments; and the undersigned also waives the right of inquisition on any real estate that may be levied upon to collect the amount due under a judgment obtained by virtue hereof, and undersigned does hereby voluntarily condemn the same and hereby waives and releases all relief from any and all appraisement, stay, exemption or homestead laws of any state, now in force, or hereafter passed, and any right to except to, strike off, open or appeal from the judgment so entered; and if a true copy of this instrument shall be filed in any such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court to the contrary notwithstanding.

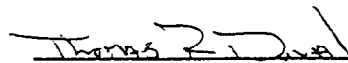
No single exercise of the foregoing warrant and power to confess judgment shall be deemed to exhaust the power, but it shall continue undiminished and may be exercised from time to time as often as Bank shall elect, until all sums payable by the undersigned have been paid in full.

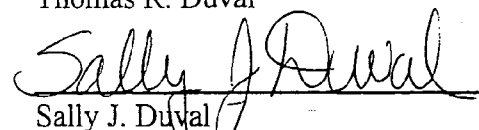
8. To secure all obligations of the undersigned hereunder, Bank shall have a lien upon and security interest in and may, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by such undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as Bank may elect; any and all balances, credits, deposits, accounts or moneys of or in the name of undersigned now or hereafter with Bank, whether held in a general or special account for deposit or for safekeeping or otherwise, and any and all property of every kind or description of or in the name of such undersigned now or hereafter, for any reason or purpose whatsoever, in the possession or control of Bank.
9. The liability of the undersigned under this Guaranty shall be unconditional and irrevocable, irrespective of (a) the genuineness, validity or enforceability of any document executed and delivered to Bank by Borrower to evidence or secure any obligation or liability of Borrower to Bank, (b) any limitation of liability of Borrower contained in any such document, (c) the existence of any collateral or other security given to secure such obligations and liabilities, (d) impossibility or the illegality of performance on the part of Borrower of its obligations or liabilities to Bank, (e) the sale or transfer of all or any portion of the collateral or other security for such obligations or liabilities, (f) any defense that may arise by reason of the incapacity or lack of authority of Borrower, (g) the failure of Bank to file or enforce a claim against the estate of Borrower in any bankruptcy or other proceeding; or (h) any other circumstance, occurrence or condition, whether similar or dissimilar to any of the foregoing, which might otherwise constitute a legal or equitable defense, discharge or release of a guarantor or surety. If Borrower defaults, this Guaranty shall remain in full force and effect until all sums due Bank by Borrower have been indefeasibly paid in full to Lender and until all such sums received by Lender are not subject to rescission, or repayment upon the bankruptcy, insolvency, or reorganization of Borrower.
10. If the undersigned consists of more than one person, such persons shall be jointly and severally liable hereunder. This Guaranty shall inure to the benefit of Bank, its successors, assigns, endorsees and any person or entity, to whom or which Bank may grant any interest in Borrower's obligations or liabilities to Bank or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, heirs, successors, assigns and other legal representatives. The undersigned intends this to be a sealed instrument and to be legally bound hereby.

WITNESS the due execution hereof this 30<sup>th</sup> day of June, 1998.

ATTEST OR WITNESS:



 (SEAL)  
Thomas R. Duval

 (SEAL)  
Sally J. Duval

ADDRESS: RR 1, Box 34, Grampian, PA 16838

This Mortgage is made this 30th day of June, 1998 between  
the Mortgagor THOMAS R. DUVAL AND SALLY J. DUVAL

(herein "Borrower") and the MORTGAGEE, CLEARFIELD BANK & TRUST COMPANY, a corporation organized and existing under the law of Pennsylvania, whose address is 11 North Second Street, Clearfield, PA 16830 (herein "Lender").

WHEREAS, Borrower and Lender have executed a Promissory Note concurrent herewith providing for a loan to Borrower from Lender of the Principal sum of Two Hundred Eighty-Five Thousand and 00/100 (\$285,000.00) Dollars-----;

WHEREAS, said loan is also secured by a Promissory Note with Borrower as maker and Lender as holder, of even date herewith (herein "Note") providing for 180 installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_.

NOW THEREFORE, as security for the repayment of the indebtedness evidenced by the Note and the Loan and Security Agreement, with interest thereon, and all renewals, extensions and modification; the payment of all other sums, with interest, advanced under paragraph 6 hereof to protect the security of this mortgage; and the performance of Borrower's covenants and agreements under this Mortgage, the Note and the Loan and Security Agreement; and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "future advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

SEE ATTACHED DESCRIPTION

which has the address of R. R. 1, Box 54 (Street)  
Grampian, PA 16838  
(City) (Zip Code)  
(herein "Property Addresses");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all leases and other agreements affecting the use and occupancy of the Property now or hereafter entered into, all licenses and agreements relating to the operation or maintenance of the Property and all rights of Borrower to payment under any such agreement, which is at the time not yet earned by performance (all such leases, licenses and other agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or a "lease" and collectively as "Contract Rights or Leases");

EXHIBIT

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TOGETHER WITH all rents, receipts, deposits, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease of all or a portion of the Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as "Accounts Receivable");

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record listed in the Certificate of title delivered to Lender by Borrower's counsel concurrent with the execution and delivery of this Mortgage. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record accepted by Lender.

BORROWER AND LENDER covenant and agree as follows:

1. **Payment of Principal and Interest.**  
Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Application of Payments.**  
Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.
3. **Charges; Liens.**  
Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in THE PROPERTY \*such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking or any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.**  
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 shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refused to extend 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. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
10. **Remedies Cumulative.**  
All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the Note or Loan and Security Agreement or afforded by law or equity and may be exercised concurrently, independently or successively.
11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**  
The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.
12. **Loan Charges.**  
If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
13. **Legislation Affecting Lender's Rights.**  
If enactment or expiration of applicable laws has the effect of rendering any provision of the Note, Loan and Security Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 17.

**14. Notices.**

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address for any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.**

This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that a provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

**16. Transfer of the Property or a Beneficial Interest in Borrower.**

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**17. Acceleration; Remedies.**

Upon default by Borrower of any covenant or agreement in the Note, Loan and Security Agreement or this Mortgage, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, attorney's fees and cost of title evidence to the extent permitted by applicable law.

**18. Lender in Possession.**

Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage.

19. **Release.**

Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

20. **Purchase Money Mortgage.**

If any of the debt secured by this Mortgage is lent to Borrower to acquire title to the Property, this Mortgage shall be a purchase money mortgage.

21. **Interest Rate After Judgment.**

Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

22. **Future Advances.**

Upon request of Borrower, Lender, at Lender's option prior to release of this mortgage, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by a Promissory Note stating that said 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 Note.

23. **Environmental Hazards.**

Borrower agrees that Borrower:

(a) (1) shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and (2) shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes; (3) Borrower provides Lender access to the property at all times to perform its due diligence;

(b) shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;

(c) shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;

(d) shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;

(e) where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and

(f) shall report or submit to the Lender promptly: (1) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (2) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.

(g) Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

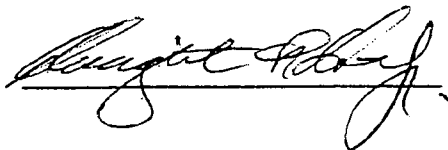
24. **Riders to this Mortgage.**

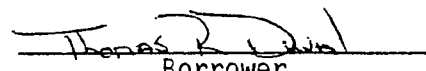
If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage [check applicable box(es)]

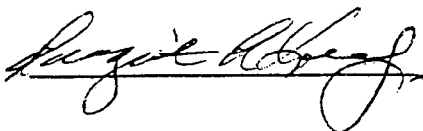
- ☐ Adjustable Rate Rider      ☐ Condominium Rider
- ☐ 2-4 Family Rider      ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☒ Other(s) [specify] LEGAL DESCRIPTION


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

Witnesses:



 (Seal)  
Borrower  
Thomas R. Duval



 (Seal)  
Borrower  
Sally J. Duval

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD

: SS.

On this, the 30th day of June, 1998,

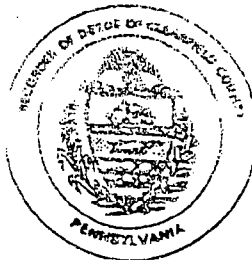
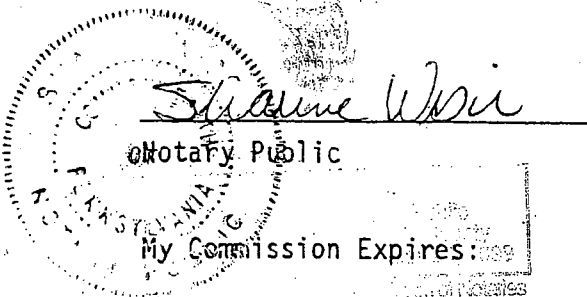
before me the undersigned officer, personally appeared \_\_\_\_\_

THOMAS R. DUVAL and SALLY J. DUVAL,known to me (or satisfactorily proven) to be the person whose name (s)  
they \_\_\_\_\_subscribed to the within instrument and acknowledged that they \_\_\_\_\_

executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand

and official seal.

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

*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

I certify that the precise  
address of the within named  
lender is:

11 N. Second Street

P. O. Box 171, Clearfield, PA 16830

Signature: \_\_\_\_\_

6-30-98  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:19 PM  
BY *Dwight L. Lander*  
FEES 27.00  
Karen L. Starck, Recorder



ALL that certain lot or parcel of real estate situate in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 3/4 inch rebar (set) on the northern right of way of Pennsylvania State Route SR-0879, said rebar being the southwest corner of lands of Margaret Schurr as recorded in Deed Book 1209, Page 551, said rebar being North 71 degrees 24 minutes 17 seconds West a distance of 81.98 feet from the intersection of the northern right of way of Pennsylvania State Route SR-0879 with the center line of Township Road T-205, said place of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern right of way of Pennsylvania State Route SR-0879 North 72 degrees 24 minutes 17 seconds West a distance of 269.60 feet to a 3/4 inch rebar (set), said rebar being the southeast corner of land of Thomas L. Harmic, Jr. and Janet K. Harmic as recorded in Deed Book 1086, page 83; thence along the eastern line of lands of Thomas L. Harmic, Jr. and Janet K. Harmic North 33 degrees 19 minutes 58 seconds East a distance of 233.28 feet to a 3/4 inch rebar (set), said rebar being on the southern line of lands of Randall Schurr, Jr.; thence along the southern line of lands of Randall Schurr, Jr. as recorded in Deed Book 732, Page 138 South 69 degrees 02 minutes 54 seconds East a distance of 210.00 feet to a 3/4 inch rebar (set), said rebar being the northwest

corner of lands of the aforementioned Margaret Schurr; thence along the western line of lands of Margaret Schurr as recorded in Deed Book 1209, Page 551 the following courses and distances: South 31 degrees 41 minutes 43 seconds West a distance of 168.84 feet to an existing 3/4 inch rebar; South 72 degrees 24 minutes 28 seconds East a distance of 50.00 feet to a 3/4 inch rebar (set); South 31 degrees 41 minutes 44 seconds West a distance of 50.00 feet to a 3/4 inch rebar (set) and place of beginning.

CONTAINING 1.14 acres as shown on map prepared by Curry and Associates dated October 10, 1994. Bearing based on map prepared by the Curwensville Engineers for William H. Caldwell dated October 4, 1956 and recorded in Deed Book 454, Page 287.

BEING the same premises as were conveyed to the Grantors herein by Deed of Paul C. Clapsaddle, et al dated October 12, 1983 and entered for record in the Recorder's Office of Clearfield County in Deed and Records Book Volume 917, Page 523, and further being the same premises as were conveyed to the Grantors herein by Deed of Paul C. Clapsaddle, et al dated June 26, 1985 and entered for record in the Recorder's Office of Clearfield County in Deed and Records Book Volume 1037, Page 333.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ORDER OF COURT

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

BY THE COURT:

/s/ JOHN K. REILLY, JR.

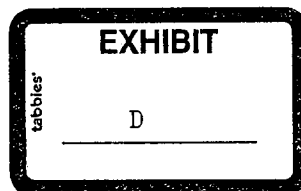
President Judge

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

MAY 05 2003

Attest.

William L. Shaw  
Prothonotary/  
Clerk of Courts





Established 1902

Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171 • (814) 765-7551  
FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

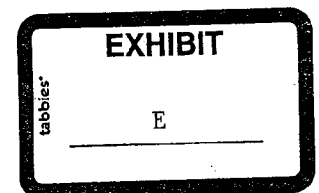
This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869).

This notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



#### Full Service Branches:

**BRIDGE STREET**  
COR. N. 2ND & BRIDGE STS.  
CLEARFIELD, PA 16830  
(814) 765-1645  
FAX (814) 765-2672

**GOLDENROD**  
1935 DAISY ST.  
CLEARFIELD, PA 16830  
(814) 768-5200  
FAX (814) 768-5206

**CURWENSVILLE**  
407 WALNUT ST.  
CURWENSVILLE, PA 16833  
(814) 236-2441  
FAX (814) 236-4650

**DuBOIS**  
91 BEAVER DRIVE  
DuBOIS, PA 15801  
(814) 371-1400  
FAX (814) 371-2903

**PHILIPSBURG**  
IRWIN DRIVE EXTENSION  
PHILIPSBURG, PA 16866  
(814) 342-5750  
FAX (814) 342-7321

HOMEOWNER'S NAME(S):	Thomas R. Duval
	Sally J. Duval
MAILING ADDRESS:	RR 1 Box 54
	Grampian PA 16838
LOAN ACCT. NO.:	30411757
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	July 11, 2002

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 ("THE ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** --- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** --- Your mortgage is in default for the reasons set forth in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** --- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 54 Grampian PA 16838

**IS SERIOUSLY IN DEFAULT because:**

**A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:

December 2001, January, February, March, April, May & June @ \$2,849.58 = \$19,947.06

Other charges (explain/itemize): Late Charges of \$997.36

**TOTAL AMOUNT PAST DUE: \$20,944.42**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 20,944.42, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

**IF YOU DO NOT CURE THE DEFAULT** --- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** --- The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set**

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b><u>Address:</u></b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b><u>Phone Number:</u></b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b><u>Fax Number:</u></b>	<b>(814) 765-2943</b>
<b><u>Contact Person:</u></b>	<b>LORI A. KURTZ</b>

**EFFECT OF SHERIFF'S SALE** --- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

**YOU MAY ALSO HAVE THE RIGHT:**

- \* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- \* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- \* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- \* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963



7400 5047

7001 1940 0001 9408 5481

1000 1740 0000 9408 5474

7001 1940 0001 9408 5832

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Thomas R. Duval  
RR 1 Box 54  
Grampan, PA 16838

HAK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5474

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

7-12-02

C. Signature

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Sally J. Duval  
RR 1 Box 54  
Grampan, PA 16838

HAK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5481

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

7-12-02

C. Signature

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Lynn M. Hathaway  
7821 Locustwood Rd  
Severn, MD 20905

HAK

2. Article Number (Copy from service label)

7001 1940 0001 9408 5832

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

Lynn Hathaway

7-13-02

C. Signature

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

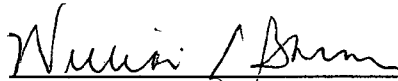
☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**VERIFICATION**

I, William A. Shiner, Senior Vice President and duly authorized representative of Clearfield Bank & Trust Co., depose and say subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint are true and correct upon my information and belief.

A handwritten signature in black ink, appearing to read 'William A. Shiner', is written over a horizontal line.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.

Plaintiff,

vs.

THOMAS R. DUVAL and  
SALLY J. DUVAL,

Defendants.

CIVIL DIVISION

Case No. 03-1008-CD

**AFFIDAVIT OF SERVICE**

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

Counsel of Record for This Party:

Thomas E. Reiber, Esquire  
Pa. I.D. #41825  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 594-5622

**FILED**

**JUL 30 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Thomas R. Duval  
702 Windy Hill Rd.  
N. Myrtle Beach, SC  
29582-5241

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent ☐ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery
- C. Is delivery address different from item 1? ☐ Yes ☐ No
- D. If YES, enter delivery address below:

3. Service Type
- ☒ Certified Mail ☐ Registered Mail ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0000 8709 7896

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Sally Q. Duval  
702 Windy Hill Rd.  
N. Myrtle Beach, SC  
29582-5241

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent ☐ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery
- C. Is delivery address different from item 1? ☐ Yes ☐ No
- D. If YES, enter delivery address below:

3. Service Type
- ☒ Certified Mail ☐ Registered Mail ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0000 8709 7902

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

**U.S. Postal Service<sup>TM</sup> CERTIFIED MAIL<sup>TM</sup> RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$

Sent To Thomas R. Duval

Street, Apt. No., or PO Box No. 702 Windy Hill Rd.

City, State, ZIP+4 N Myrtle Beach SC 29582-5241

PS Form 3800, June 2002

See Reverse for Instructions

15 JUL 2003

PITTSBURGH, PA GRANVILLE, OH

013329-105220

**U.S. Postal Service<sup>TM</sup> CERTIFIED MAIL<sup>TM</sup> RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$

Sent To Sally Q. Duval

Street, Apt. No., or PO Box No. 702 Windy Hill Rd.

City, State, ZIP+4 N Myrtle Beach SC 29582-5241

PS Form 3800, June 2002

See Reverse for Instructions

15 JUL 2003

PITTSBURGH, PA GRANVILLE, OH

013329-105220

**EXHIBIT**

"A"

FILED

M/D 3484  
JUL 30 2003

William A. Shaw  
Prothonotary/Clerk of Courts

NO  
cc  
CJ  
WAS

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

DOCKET # 14707  
NO: 03-1008-CD

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY  
vs.  
DEFENDANT: DUVAL, THOMAS R.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/06/2003

LEVY TAKEN 10/29/2003 @ 10:23 AM

POSTED 10/29/2003 @ 10:23 AM

SALE HELD 01/09/2004

SOLD TO CLEARFIELD BANK & TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 03/05/2005

DATE DEED FILED 03/07/2005

PROPERTY ADDRESS RD #1, BOX 54 GRAMPIAN , PA 16838

**SERVICES**

11/05/2003 @ SERVED THOMAS R. DUVAL


SERVED THOMAS R. DUVAL, DEFENDANT, BY CERTIFIED MAIL #70022410000372241654 AT HIS RESIDENCE, 702 WINDY HILL ROAD, N. MYRTLE BEACH, SC 29582-5241, SIGNED FOR BY THOMAS R. DUVAL WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

11/05/2003 @ SERVED SALLY J. DUVAL

SERVED SALLY J. DUVAL, DEFENDANT, BY CERTIFIED MAIL #70022410000372241661 AT HER RESIDENCE 702 WINDY HILL ROAD, N. MYRTLE BEACH, SC 29582-5241, SIGNED FOR BY SALLY J. DUVAL WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

**FILED**   
01:27 PM  
MAR 07 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

SALLY J. DUVAL  
702 Windy Hill Road  
N. Myrtle Beach, SC 29582-5241

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent  
*Sally Duval* ☒ Addressee  
 B. Received by (Printed Name) *Sally Duval* C. Date of Delivery *11-5-03*  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7002 2410 0003 7224 1661  
 (Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

THOMAS R. DUVAL  
702 WINDY HILL ROAD  
N. MYRTLE BEACH, SC 29582-5241

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent  
*Thomas R. Duval* ☒ Addressee  
 B. Received by (Printed Name) *Thomas R. Duval* C. Date of Delivery *11-5-03*  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7002 2410 0003 7224 1654  
 (Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To **SALLY J. DUVAL**  
 Street, Apt. No. or PO Box No. **702 Windy Hill Road**  
 City, State, Zip+4 **N. Myrtle Beach, SC 29582-5241**

PS Form 3800, June 2002

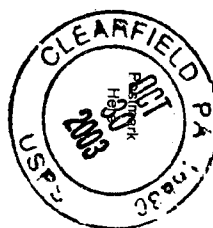
See Reverse for Instructions

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To **THOMAS R. DUVAL**  
 Street, Apt. No. or PO Box No. **702 WINDY HILL ROAD**  
 City, State, Zip+4 **N. MYRTLE BEACH, SC 29582-5241**

PS Form 3800, June 2002

See Reverse for Instructions