

03-1142-CD  
S & T BANK

vs. THOMAS LYLE SMITH, etal.

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

S & T BANK,

Plaintiff,

vs.

THOMAS LYLE SMITH and IRVIN T.  
SMITH, JR.,

Defendants.

: No. 03 - 1142- C.D.

:

: Type of Case: MORTGAGE FORECLOSURE

:

: Type of Pleading: COMPLAINT

:

: Filed on Behalf of: S & T BANK, Plaintiff

:

: Counsel of Record for this Party:

:

: PAULA M. CHERRY, ESQ.

: Supreme Court No.: 36023

:

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

: One North Franklin Street

: P.O. Box 505

: DuBois, PA 15801-0505

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: (814) 371-5800

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**FILED**

**AUG 04 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,

Plaintiff,

vs.

THOMAS LYLE SMITH and IRVIN T.  
SMITH, JR.,

Defendants.

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:  
: No. 03 - \_\_\_\_\_ C.D.

:  
:  
: ACTION OF MORTGAGE  
: FORECLOSURE

NOTICE

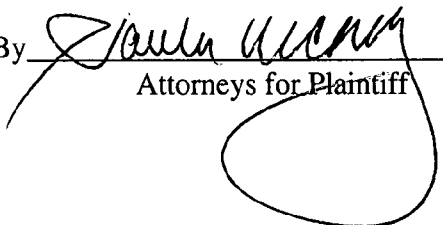
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ex. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,	:	
	:	
Plaintiff,	:	No. 03 - <u>1142</u> C.D.
	:	
vs.	:	
	:	ACTION OF MORTGAGE
THOMAS LYLE SMITH and IRVIN T.	:	FORECLOSURE
SMITH, JR.,	:	
	:	
Defendants.	:	

**COMPLAINT**

NOW, comes S & T BANK, Plaintiff, by its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S & T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.
2. The Defendant, THOMAS LYLE SMITH, is an individual, who resides at R.R. #1, Penfield, Clearfield County, Pennsylvania 15849-9801.
3. The Defendant, IRVIN T. SMITH, JR., is an individual who resides at R.R. #1, Box 53, Tioga, Tioga County, Pennsylvania 16946.
4. The Defendant, THOMAS LYLE SMITH, is the real owner of the premises herein described.

5. On January 26, 1996, THOMAS LYLE SMITH, made, executed and delivered a Mortgage upon premises hereinafter described to S & T BANK, Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1733, Page 352. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

6. On January 26, 1996, Defendant, THOMAS LYLE SMITH, together with Defendant, IRVIN T. SMITH, JR., and his wife, MILDRED C. SMITH, executed a Promissory Note in favor of S & T Bank, Plaintiff, to secure the payment of ONE HUNDRED FIFTEEN THOUSAND TWO HUNDRED DOLLARS (\$115,200.00). A copy of said Promissory Note is attached hereto and made a part hereof as Exhibit "B".

7. That it is believed and therefore averred that the said MILDRED C. SMITH became deceased sometime after the signing of said Promissory Note on January 26, 1996.

8. Said Mortgage and Note have not been assigned.

9. The premises subject to said Mortgage is described in Exhibit "C" attached hereto and made a part hereof and is situate in Sandy Township, Clearfield County, Pennsylvania.

10. That said Mortgage is in default because:

(a) Defendants have been in default of their Mortgage payments of principal and interest as of March 26, 2003.

(b) The principal thereof became due and payable on April 26, 2003, and by the terms of said Mortgage is collectable forthwith;

(c) Interest payments upon the said Mortgage due for the period from March 26, 2003, to May 30, 2003, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

11. The following amounts are due on the Mortgage:

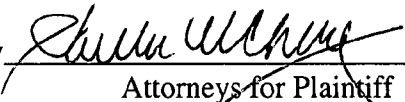
(a) Principal	\$104,549.10
(b) Interest from March 26, 2003, to May 30, 2003	1,529.59
(c) Late charges and fees	557.33
(d) Attorney's collection fee	<u>2,500.00</u>
Total	\$109,136.02

12. That in accordance with Act VI and Act 91, Defendants, THOMAS LYLE SMITH and IRVIN T. SMITH, JR., were served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the Homeowner's Emergency Mortgage Assistance Program, by Combined Notice dated March 26, 2003. Said Combined Notice was sent to Defendant, THOMAS LYLE SMITH, by certified mail, return receipt requested, to his last known address of R.R.#1, Penfield, Pennsylvania 15849-9801, which is also the property address; and to Defendant, IRVIN T. SMITH, JR., by certified mail, return receipt requested, to his last known address of R.R.#1, Box 53, Tioga, Pennsylvania 16946. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "D".

13. That the Promissory Note entered into by Defendant, THOMAS LYLE SMITH, and Defendant, IRVIN T. SMITH, JR., and MILDRED C. SMITH, as Guarantors, and attached hereto as Exhibit "B", provides for a late charge in an amount of Five Percent (5.000%) of any such overdue payment.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of ONE HUNDRED NINE THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS and TWO CENTS (\$109,136.02), together with interest from May 30, 2003, at the daily rate of \$17.1861534 and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF Jefferson :

On this, the 30th. day of July, 2003, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who acknowledged himself to be the Vice President of S & T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.

R.C. Berquist Jr. V.P.

Sworn to and subscribed before me this 30th. day of July, 2003.

Marilyn E. Hoare  
Notary Public  
My commission expires: Jan 2004

Notarial Seal  
Marilyn E. Hoare, Notary Public  
Reynoldsville Boro, Jefferson County  
My Commission Expires Jan. 19, 2004  
Member, Pennsylvania Association of Notaries

1733-352  
RECORDATION REQUESTED BY:

S & T BANK  
614 Liberty Boulevard  
DuBois, PA 15801

WHEN RECORDED MAIL TO:

S&T BANK  
ATTN: \_\_\_\_\_  
PO BOX 190  
INDIANA, PA 15701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**MORTGAGE**  
**THIS IS A PURCHASE MONEY MORTGAGE**

THIS MORTGAGE IS DATED JANUARY 26, 1996, between Thomas Lyle Smith, whose address is 1036 Perkiomenville Road, Perkiomenville, PA 18074 (referred to below as "Grantor"); and S & T BANK, whose address is 614 Liberty Boulevard, DuBois, PA 15801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Clearfield County, Commonwealth of Pennsylvania (the "Real Property"):

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART  
HEREOF AS THOUGH FULLY SET FORTH HEREIN. FURTHER REFERENCE PRIOR DEED, DEED  
BOOK 1660, PAGE 142

The Real Property or its address is commonly known as RD #1 (Parcel # 128-83-99), Penfield, PA 15849.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation Thomas Lyle Smith, Irvin T. Smith, Jr. and Mildred C. Smith.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means S & T BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Grantor to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated January 26, 1996, in the original principal amount of \$115,200.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned

by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture.

proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and, with or without taking possession of the Property, to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ACKNOWLEDGMENT:

x Thomas Lyle Smith (SEAL)  
Thomas Lyle Smith

Irvin T. Smith, Jr.  
Irvin T. Smith, Jr.

Mildred C. Smith  
Mildred C. Smith

Signed, acknowledged and delivered in the presence of:

x Eileen M. Smith  
Witness  
x Eileen M. Smith  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, S & T BANK, herein is as follows:  
614 Liberty Boulevard, DuBois, PA 15801

Deborah J. Smith  
Attorney or Agent for Mortgagee

MORTGAGE  
(Continued)

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF PennsylvaniaCOUNTY OF Clearfield

) ss

On this, the 26th day of January, 1996, before me David J. Hopkins  
undersigned Notary Public, personally appeared Thomas Lyle Smith, known to me (or satisfactorily proven) to be the person whos  
subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

*David J. Hopkins*  
Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b (c) 1996 CFI ProServices, Inc. All rights reserved. (PA-G03 E3.20 F3.20 P3.20 SMITHY LNR2.0V)

NOTARIAL SEAL  
DAVID J. HOPKINS, Notary Public  
Clearfield County  
Commission Expires March 1, 1999

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

1/29/96  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:34 PM  
BY *David J. Hopkins*  
FEES \$1.50  
Karen L. Starck, Recorder

ALL that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail being in the cartway for Township Road No. 408, and being a common corner of lands now or formerly of Ira and Eleanor Sherwood and of Regis and Louise Maloney, Sr., and also being the Northeast corner of the herein described parcel; thence South 8° 51' West along lands now or formerly of Regis and Louise Maloney, Sr., a distance of 710.51 feet to a P.K. nail set by said survey, said nail being the Southeast corner of the herein described parcel; thence, South 84° 29' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said survey; thence South 66° 40' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 497.12 feet to a P.K. nail set by said survey; thence South 81° 35' West along lands now or formerly of Lyle and Iris Bundy a distance of 260.77 feet to a P.K. nail set by said survey; thence North 84° 36' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by said survey, said nail being the Southwest corner of the herein described parcel; thence North 6° 30' East along lands now or formerly of Green Glen Corporation a distance of 827.28 feet to a one inch iron pipe set by said survey; thence South 79° 28' East along lands now or formerly of Green Glen Corporation a distance of 394.28 feet to a one inch iron pipe set by said survey; thence North 22° 47' East along lands now or formerly of Green Glen Corporation a distance of 285.59 feet to a one inch iron pipe set by said survey; said iron pipe being the Southwest corner of the lands of Fabian and Sandra Baccelli; thence South 66° 8' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 414.87 feet to a one inch iron pipe set by said survey, said pipe being the Southeast corner of the lands of Fabian and Sandra Baccelli; thence North 34° 10' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 149.53 feet to a one inch iron pipe set by said survey; thence South 55° 50' East a distance of 253.65 feet to a one inch iron pipe set by said survey; thence North 44° 23' East a distance of 177.75 feet to a one inch iron pipe set by said survey; thence North 18° 00' East a distance of 100.00 feet to a P.K. nail set by said survey, said nail being in the Northern portion of the cartway for Township Road No. 408; thence South 72° 00' East along lands now or formerly of Stephen and Christina Newell a distance of 93.00 feet to a P.K. nail set by said survey, said nail being in the Northern cartway for Township Road No. 408; thence South 67° 40' East along lands now or formerly of Stephen and Christina Newell and lands now or formerly of Ira and Eleanor Sherwood, a distance of 181.50 feet to a P.K. nail set by said survey, said nail being in the cartway for Township Road No. 408, and being the Northeast corner of the herein described parcel, the point of beginning. Containing 32.35 acres, and being subject to utility easements that may be of record.

BEING the same premises conveyed to the Grantor herein by Deed of Douglas S. Good, et ux., dated the 30th day of January, 1995, as recorded in Deed Book Volume 1660, Page 142.

EXCEPTING from the above conveyance 10.48 acres as conveyed by Douglas S. Good and Jane A. Good by Deed dated the 25th day of January, 1995, to Martin R. Maloney and Michael J. Maloney which appears of record.



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$115,200.00	01-26-1996	01-26-2026	00001		50	1000161701	715	
e shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

**Borrower:** Thomas Lyle Smith, Irvin T. Smith, Jr. and Mildred C. Smith  
1036 Perkiomenville Road  
Perkiomenville, PA 18074

**Lender:** S & T BANK  
DuBois Regional Office  
614 Liberty Boulevard  
DuBois, PA 15801

**Principal Amount:** \$115,200.00

**Date of Note:** January 26, 1996

**PROMISE TO PAY.** I promise to pay to S & T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Fifteen Thousand Two Hundred & 00/100 Dollars (\$115,200.00), together with interest on the unpaid principal balance from January 26, 1996, until paid in full. The interest rate will not increase above 13.000%.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, I will pay this loan in accordance with the following payment schedule:

36 consecutive monthly principal and interest payments in the initial amount of \$766.43 each, beginning February 26, 1996, with interest calculated on the unpaid principal balances at an interest rate of 1.500 percentage points over the Index described below; and 324 consecutive monthly principal and interest payments in the initial amount of \$840.49 each, beginning February 26, 1999, with interest calculated on the unpaid principal balances at an interest rate of 2.500 percentage points over the Index described below. My final payment will be due on January 26, 2026 and, will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (3) Three Years (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to me. Lender will tell me the current Index rate upon my request. I understand that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 36 months. The Index currently is 5.420% per annum. The interest rate on this Note will be based on the Index value plus a margin, rounded to the nearest .250 percent. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.500% per annum or more than the lesser of 13.000% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 2.500 percentage points. Unless waived by Lender, any increase in the interest rate will increase the amounts of my payments.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts, and, at Lender's

Exhibit "B"

# PROMISSORY NOTE (Continued)

option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided on this paragraph.

**COLLATERAL.** This Note is secured by a Mortgage dated January 26, 1996, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS AND THE NOTICE TO COSIGNER SET FORTH BELOW. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

**BORROWER:**

x Thomas Lyle Smith (SEAL)      x Irvin T. Smith, Jr. (SEAL)      x Mildred C. Smith (SEAL)  
Thomas Lyle Smith      Irvin T. Smith, Jr.      Mildred C. Smith

Signed, acknowledged and delivered in the presence of:

x Eileen M. Smith  
Witness  
x Eileen M. Smith  
Witness

## NOTICE TO COSIGNER

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

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

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

This notice is not the contract that makes you liable for the debt.

ALL that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail being in the cartway for Township Road No. 408, and being a common corner of lands now or formerly of Ira and Eleanora Sherwood and of Regis and Louise Maloney, Sr., and also being the Northeast corner of the herein described parcel; thence South 8° 51' West along lands now or formerly of Regis and Louise Maloney, Sr., a distance of 710.51 feet to a P.K. nail set by said survey, said nail being the Southeast corner of the herein described parcel; thence, South 84° 29' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said survey; thence South 66° 40' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 497.12 feet to a P.K. nail set by said survey; thence South 81° 35' West along lands now or formerly of Lyle and Iris Bundy a distance of 260.77 feet to a P.K. nail set by said survey; thence North 84° 36' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by said survey, said nail being the Southwest corner of the herein described parcel; thence North 6° 30' East along lands now or formerly of Green Glen Corporation a distance of 827.28 feet to a one inch iron pipe set by said survey; thence South 79° 28' East along lands now or formerly of Green Glen Corporation a distance of 394.28 feet to a one inch iron pipe set by said survey; thence North 22° 47' East along lands now or formerly of Green Glen Corporation a distance of 285.59 feet to a one inch iron pipe set by said survey; said iron pipe being the Southwest corner of the lands of Fabian and Sandra Baccelli; thence South 66° 8' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 414.87 feet to a one inch iron pipe set by said survey, said pipe being the Southeast corner of the lands of Fabian and Sandra Baccelli; thence North 34° 10' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 149.53 feet to a one inch iron pipe set by said survey; thence South 55° 50' East a distance of 253.65 feet to a one inch iron pipe set by said survey; thence North 44° 23' East a distance of 177.75 feet to a one inch iron pipe set by said survey; thence North 18° 00' East a distance of 100.00 feet to a P.K. nail set by said survey, said nail being in the Northern portion of the cartway for Township Road No. 408; thence South 72° 00' East along lands now or formerly of Stephen and Christina Newell a distance of 93.00 feet to a P.K. nail set by said survey, said nail being in the Northern cartway for Township Road No. 408; thence South 67° 40' East along lands now or formerly of Stephen and Christina Newell and lands now or formerly of Ira and Eleanora Sherwood, a distance of 181.50 feet to a P.K. nail set by said survey, said nail being in the cartway for Township Road No. 408, and being the Northeast corner of the herein described parcel, the point of beginning. Containing 32.35 acres, and being subject to utility easements that may be of record.

EXCEPTING from the above conveyance 10.48 acres as conveyed by Douglas S. Good and Jane A. Good by Deed dated the 25th day of January, 1995, to Martin R. Maloney and Michael J. Maloney which appears of record.

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM

may be able to help 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 this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
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 IMMEDIATAMENTE 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.



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

March 26, 2003

THOMAS LYLE SMITH  
RR 1  
PENFIELD PA 15849-9801

IRVIN T SMITH  
RR 1 BOX 53  
TIOGA PA 16946

RE: Mortgage Loan #368-01000161701 Note number 00001

**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.

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.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

Your mortgage is in default for the reasons set forth later 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 S & T Bank, you have the right to apply for financial assistance from the Homeowner's 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.

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 A 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**

The MORTGAGE held by S & T Bank on your property located in Sandy Township, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$931.00 each for the months of February and March, 2003 for a total of \$1,862.00). Late charges (and other costs) have also accrued to date in the amount of \$522.31. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$2,384.31**.

You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, 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:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit 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, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank 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. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, 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.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 S & T Bank 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.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date 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 is required or action will be by contacting a representative from S & T Bank at:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

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 S & T Bank at any time.

Thomas Lyle Smith  
Irvin T. Smith  
March 26, 2003  
Page 4 of 4

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You \_\_\_ may or X 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 S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,

Timothy A. Hockman  
Resource Recovery Officer

TAH/amb  
Enclosure

## CLEARFIELD COUNTY

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

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

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

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

S & T BANK,  
Plaintiff,  
vs.  
THOMAS LYLE SMITH and IRVIN T.  
SMITH, JR.,  
Defendants.

No. 03-\_\_\_\_\_ C.D. Foreclosure  
Action of Mortgage

C O M P L A I N T

To The Within Defendants:

YOU ARE HEREBY NOTIFIED TO PLEAD  
TO THE WITHIN COMPLAINT WITHIN  
TWENTY (20) DAYS FROM THE DATE OF  
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By *Sharon M. Cherry*  
Attorneys for Plaintiff

LAW OFFICES  
GLEASON, CHERRY & CHERRY, L.L.P.  
P. O. Box 505  
Du Bois, PENNSYLVANIA 16801-0505  
ONE NORTH FRANKLIN STREET

FILED  
AUG 04 2003  
2:44 PM  
2003  
AUG 04 2003  
2:44 PM  
2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

**S&T BANK**

**VS.**

**SMITH, THOMAS LYLE and IRVIN T. JR.**

Sheriff Docket # 14387

03-1142-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW AUGUST 5, 2003, JOHN PERRY, SHERIFF OF TIOGA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON IRVIN T. SMITH, JR., DEFENDANT.

NOW AUGUST 11, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON IRVIN T. SMITH JR., DEFENDANT BY DEPUTIZING THE SHERIFF OF TIOGA COUNTY. THE RETURN OF SHERIFF PERRY IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

NOW AUGUST 20, 2003 AT 2:19 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS LYLE SMITH, DEFENDANT AT RESIDENCE, RR#1, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EILEEN SMITH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING/MCLEARY

**Return Costs**

Cost	Description
45.72	SHERIFF HAWKINS PAID BY: ATTY CK# 8363
20.00	SURCHARGE PAID BY: ATTY CK# 8361
34.18	TIOGA CO. SHFF. PAID BY: ATTY.


**Sworn to Before Me This**

19 Day Of Sept. 2003



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

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED**  
SEP 19 2003  
0/4:00 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

TIOGA COUNTY SHERIFF'S OFFICE

Office Phone: JOHN L. PERRY, SHERIFF  
570-724-3491 116 MAIN STREET  
WELLSBORO, PENNSYLVANIA 16901

Prison Phone:  
570-724-5911

EDWARD S. MCCABE  
Chief Deputy

BRUCE CAHILLY  
Solicitor

SHERIFF'S RETURN

P - 306-03

S & T BANK

No: 03-1142-C.D. CLEARFIELD COUNTY

PLAINTIFF

VS

Writ: NOTICE; COMPLAINT

IRVIN T. SMITH JR.

DEFENDANT

NOW, August 11, 2003 at 10:43 AM served the within

NOTICE; COMPLAINT

upon IRVIN T. SMITH JR.

at RR 1, BOX 53, TIOGA, TIOGA TWP., TIOGA CO., PA

by handing to HIM PERSONALLY

a true and attested copy of the original NOTICE; COMPLAINT

and made known to HIM the contents thereof.

So answers,

Sheriff

*ES McCabe*

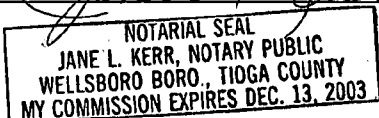
Deputy Sheriff

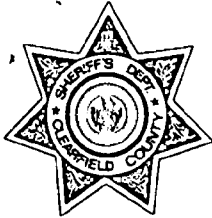
Sworn and Subscribed before me

this 22nd day of

August 2003

*Jane L. Kerr*





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

P-306-03

ROBERT SNYDER  
CHIEF DEPUTY  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

RECEIVED  
SHERIFF'S OFFICE  
TIOGA COUNTY, PA

1 2003 AUG -7 A 11:30

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 14387

S&T BANK

VS

THOMAS LYLE SMITH al

TERM & NO. 03-1142-CD

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/03/2003

**MAKE REFUND PAYABLE TO:** GLEASON, CHERRY & CHERRY, ATTYS.

**SERVE:** IRVIN T. SMITH JR.

**ADDRESS:** RR#1 BOX 53, TIOGA, PA. 16946

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of  
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF  
TIOGA COUNTY, Pennsylvania to execute this writ. This  
Deputation being made at the request and risk of the Plaintiff this 5th Day of  
AUGUST 2003

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,

Plaintiff,

vs.

THOMAS LYLE SMITH and IRVIN T.  
SMITH, JR.,

Defendants.

:  
:  
:  
:  
:  
:  
:  
:

No. 03 - 1142 C.D.  
  
ACTION OF MORTGAGE  
FORECLOSURE

FILED

NOV 03 2003

William A. Shaw  
Prothonotary/Clerk of Courts

TO: WILLIAM A. SHAW, PROTHONOTARY

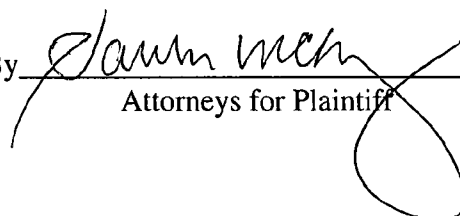
Dear Sir:

Enter judgment against the above-named Defendants, THOMAS LYLE SMITH and IRVIN T. SMITH, JR., and in favor of the Plaintiff, S & T BANK, in the sum of ONE HUNDRED NINE THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS and TWO CENTS (\$109,136.02), for failure to file an Answer within Twenty (20) days from service of the Complaint and for further failure to file an Answer within Ten (10) days from service of a Ten-day Default Notice, which Notice was served on each of the Defendants on September 11, 2003, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Dated this 3 day of November, 2003.

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Plaintiff

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

S & T BANK,

Plaintiff,

No. 03 - 1142 C.D.

vs.

THOMAS LYLE SMITH and IRVIN T.  
SMITH, JR.,

Defendants.

ACTION OF MORTGAGE  
FORECLOSURE

TO: THOMAS LYLE SMITH  
R.R.#1  
Penfield, PA 15849-9801

IRVIN T. SMITH, JR.  
R.R.#1, Box 53  
Tioga, PA 16946

Date of Notice: September 11, 2003

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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:

Office of the Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff  
One North Franklin Street  
P.O. Box 505  
DuBois, PA 15801-0505

Exhibit "A"

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

S & T BANK,

Plaintiff,

No. 03 - 1142 C.D.

vs.

THOMAS LYLE SMITH and IRVIN T. SMITH,

JR.,

Defendants.

NOTICE is given that a JUDGMENT in the above captioned matter  
has been entered against you in the amount of \$ 109,136.02, plus interest and  
costs of suit  
on November, 2003 ~~xxxx~~19 .

WILLIAM A. SHAW, PROTHONOTARY:

By \_\_\_\_\_ Deputy

COPY

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

S & T Bank  
Plaintiff(s)

No.: 2003-01142-CD

Real Debt: \$109,136.02

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Thomas Lyle Smith  
Irvin T. Smith Jr  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 3, 2003

Expires: November 3, 2008

Certified from the record this 3rd day of November, 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

Praeipe for Writ of Execution - Money Judgments.

S & T BANK,

vs.

THOMAS LYLE SMITH and IRVIN T. SMITH, JR.,  
Defendants.

Plaintiff,

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

NO. 03 - 1142 C.D.

Term, 18

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County;

(2). against the following property See Exhibit "A", attached hereto and made a part hereof

\_\_\_\_\_ of defendant(s) and

(3). against the following property in the hands of (name) \_\_\_\_\_ garnishee;

(4). and index this writ

(a) against THOMAS LYLE SMITH and IRVIN T. SMITH, JR.

\_\_\_\_\_ defendant(s) and

(b) against \_\_\_\_\_, as garnishee,

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

\_\_\_\_\_  
\_\_\_\_\_

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$109,136.02

Interest from May 30, 2003, at the daily rate of \$17.1861534 \$\_\_\_\_\_

Costs (to be added) \$\_\_\_\_\_

125.00

GLEASON, CHERRY AND CHERRY, L.L.P.:

By *William A. Shaw*  
Attorney for Plaintiff(s)

FILED

NOV 03 2003

William A. Shaw  
Prothonotary/Clerk of Courts

Proth'y. No. 63

No. 03 - 1142 C.D. Term, 19

No. Term, 19

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

S & T BANK,

Plaintiff,

vs.

THOMAS LYLE SMITH and IRVIN T. SMITH,

JR.,

Defendants.

Praeipe for Writ of Execution

RECEIVED WRIT THIS day  
of A. D., 19,  
at M.  
Sheriff

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	109,136 02
Interest from 5/30/03	
Prothonotary - - -	125 00
Use Attorney - - -	
Use Plaintiff - - -	
Attorney's Comm. -	
Satisfaction - - -	
Sheriff - - - - -	

GLEASON, CHERRY AND CHERRY, L.L.P.:

By Attorney for Plaintiff(s)

Exhibit "A"

ALL that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail being in the cartway for Township Road No. 408, and being a common corner of lands now or formerly of Ira and Eleanora Sherwood and of Regis and Louise Maloney, Sr., and also being the Northeast corner of the herein described parcel; thence South  $8^{\circ} 51'$  West along lands now or formerly of Regis and Louise Maloney, Sr., a distance of 710.51 feet to a P.K. nail set by said survey, said nail being the Southeast corner of the herein described parcel; thence, South  $84^{\circ} 29'$  West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said survey; thence South  $66^{\circ} 40'$  West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 497.12 feet to a P.K. nail set by said survey; thence South  $81^{\circ} 35'$  West along lands now or formerly of Lyle and Iris Bundy a distance of 260.77 feet to a P.K. nail set by said survey; thence North  $84^{\circ} 36'$  West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by said survey, said nail being the Southwest corner of the herein described parcel; thence North  $6^{\circ} 30'$  East along lands now or formerly of Green Glen Corporation a distance of 827.28 feet to a one inch iron pipe set by said survey; thence South  $79^{\circ} 28'$  East along lands now or formerly of Green Glen Corporation a distance of 394.28 feet to a one inch iron pipe set by said survey; thence North  $22^{\circ} 47'$  East along lands now or formerly of Green Glen Corporation a distance of 285.59 feet to a one inch iron pipe set by said survey; said iron pipe being the Southwest corner of the lands of Fabian and Sandra Baccelli; thence South  $66^{\circ} 8'$  East along lands now or formerly of Fabian and Sandra Baccelli a distance of 414.87 feet to a one inch iron pipe set by said survey, said pipe being the Southeast corner of the lands of Fabian and Sandra Baccelli; thence North  $34^{\circ} 10'$  East along lands now or formerly of Fabian and Sandra Baccelli a distance of 149.53 feet to a one inch iron pipe set by said survey; thence South  $55^{\circ} 50'$  East a distance of 253.65 feet to a one inch iron pipe set by said survey; thence North  $44^{\circ} 23'$  East a distance of 177.75 feet to a one inch iron pipe set by said survey; thence North  $18^{\circ} 00'$  East a distance of 100.00 feet to a P.K. nail set by said survey, said nail being in the Northern portion of the cartway for Township Road No. 408; thence South  $72^{\circ} 00'$  East along lands now or formerly of Stephen and Christina Newell a distance of 93.00 feet to a P.K. nail set by said survey, said nail being in the Northern cartway for Township Road No. 408; thence South  $67^{\circ} 40'$  East along lands now or formerly of Stephen and Christina Newell and lands now or formerly of Ira and Eleanora Sherwood, a distance of 181.50 feet to a P.K. nail set by said survey, said nail being in the cartway for Township Road No. 408, and being the Northeast corner of the herein described parcel, the point of beginning. Containing 32.35 acres, and being subject to utility easements that may be of record.

EXCEPTING from the above conveyance 10.48 acres as conveyed by Douglas S. Good and Jane A. Good by Deed dated the 25th day of January, 1995, to Martin R. Maloney and Michael J. Maloney which appears of record.

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

S & T BANK,	:	
	:	No. 03 - 1142 C.D.
Plaintiff,	:	
vs.	:	
	:	ACTION OF MORTGAGE
THOMAS LYLE SMITH and IRVIN T.	:	FORECLOSURE
SMITH, JR.,	:	
Defendants.	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

S & T BANK, Plaintiff in the above Action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in Sandy Township, Clearfield County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof.

1. Names and addresses of Owners or Reputed Owners:

<u>Name</u>	<u>Address</u>
THOMAS LYLE SMITH	R.R. #1 Penfield, PA 15849-9801

2. Names and addresses of Defendants in the Judgment:

<u>Name</u>	<u>Address</u>
THOMAS LYLE SMITH	R.R. #1 Penfield, PA 15849-9801
IRVIN T. SMITH, JR.	R.R. #1, Box 53 Tioga, PA 16946

3. Names and last known addresses of every judgment creditor whose judgment is a record lien on the real property to be sold:

<u>Name</u>	<u>Address</u>
S & T BANK	456 Main Street P.O. Box D Brockway, PA 15824
BUCKTAIL BANK & TRUST	210 Market Street Williamsport, PA 17701
NATIONAL CITY BANK OF PENNSYLVANIA	6750 Miller Road Brecksville, OH 44101
DuBOIS REGIONAL MEDICAL CENTER	P.O. Box 447 DuBois, PA 15801

4. Names and addresses of the last recorded holder of every Mortgage of record:

<u>Name</u>	<u>Address</u>
S & T BANK	456 Main Street P.O. Box D Brockway, PA 15824
BENEFICIAL CONSUMER DISCOUNT COMPANY, D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA	90 Beaver Drive Suite 114C DuBois, PA 15801

5. Names and addresses of every other person who has any record lien on the property:  
NONE.

6. Names and addresses of every other person who has any record interest in the

property and whose interest may be affected by the sale:

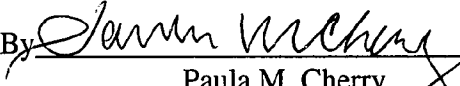
<u>Name</u>	<u>Address</u>
CLEARFIELD COUNTY TAX CLAIM BUREAU	230 East Market Street Clearfield, PA 16830
LEE ANN COLLINS, SANDY TOWNSHIP TAX COLLECTOR	P.O. Box 252 DuBois, PA 15801
SANDY TOWNSHIP MUNICIPAL AUTHORITY	R.R. #3, Box 10A P.O. Box 267 DuBois, PA 15801

The proper municipal authorities in the Township of Sandy, Clearfield County, Pennsylvania, must be contacted to obtain any unpaid bills, water or sewer charges, or amounts owing on liens and bills which may not have been placed of record in the County Courthouse.

7. Names and addresses of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Paula M. Cherry  
Attorneys for Plaintiff

Dated: November 3, 2003

Exhibit "A"

ALL that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail being in the cartway for Township Road No. 408, and being a common corner of lands now or formerly of Ira and Eleanora Sherwood and of Regis and Louise Maloney, Sr., and also being the Northeast corner of the herein described parcel; thence South  $8^{\circ} 51'$  West along lands now or formerly of Regis and Louise Maloney, Sr., a distance of 710.51 feet to a P.K. nail set by said survey, said nail being the Southeast corner of the herein described parcel; thence, South  $84^{\circ} 29'$  West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said survey; thence South  $66^{\circ} 40'$  West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 497.12 feet to a P.K. nail set by said survey; thence South  $81^{\circ} 35'$  West along lands now or formerly of Lyle and Iris Bundy a distance of 260.77 feet to a P.K. nail set by said survey; thence North  $84^{\circ} 36'$  West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by said survey, said nail being the Southwest corner of the herein described parcel; thence North  $6^{\circ} 30'$  East along lands now or formerly of Green Glen Corporation a distance of 827.28 feet to a one inch iron pipe set by said survey; thence South  $79^{\circ} 28'$  East along lands now or formerly of Green Glen Corporation a distance of 394.28 feet to a one inch iron pipe set by said survey; thence North  $22^{\circ} 47'$  East along lands now or formerly of Green Glen Corporation a distance of 285.59 feet to a one inch iron pipe set by said survey; said iron pipe being the Southwest corner of the lands of Fabian and Sandra Baccelli; thence South  $66^{\circ} 8'$  East along lands now or formerly of Fabian and Sandra Baccelli a distance of 414.87 feet to a one inch iron pipe set by said survey, said pipe being the Southeast corner of the lands of Fabian and Sandra Baccelli; thence North  $34^{\circ} 10'$  East along lands now or formerly of Fabian and Sandra Baccelli a distance of 149.53 feet to a one inch iron pipe set by said survey; thence South  $55^{\circ} 50'$  East a distance of 253.65 feet to a one inch iron pipe set by said survey; thence North  $44^{\circ} 23'$  East a distance of 177.75 feet to a one inch iron pipe set by said survey; thence North  $18^{\circ} 00'$  East a distance of 100.00 feet to a P.K. nail set by said survey, said nail being in the Northern portion of the cartway for Township Road No. 408; thence South  $72^{\circ} 00'$  East along lands now or formerly of Stephen and Christina Newell a distance of 93.00 feet to a P.K. nail set by said survey, said nail being in the Northern cartway for Township Road No. 408; thence South  $67^{\circ} 40'$  East along lands now or formerly of Stephen and Christina Newell and lands now or formerly of Ira and Eleanora Sherwood, a distance of 181.50 feet to a P.K. nail set by said survey, said nail being in the cartway for Township Road No. 408, and being the Northeast corner of the herein described parcel, the point of beginning. Containing 32.35 acres, and being subject to utility easements that may be of record.

EXCEPTING from the above conveyance 10.48 acres as conveyed by Douglas S. Good and Jane A. Good by Deed dated the 25th day of January, 1995, to Martin R. Maloney and Michael J. Maloney which appears of record.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,	:	
Plaintiff,	:	No. 03 - 1142 C.D.
vs.	:	
	:	ACTION OF MORTGAGE
THOMAS LYLE SMITH and IRVIN T.	:	FORECLOSURE
SMITH, JR.,	:	
Defendants.	:	

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:  
(1) Fill out the attached claim form and demand for a prompt hearing. (2)  
Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemptions, you may lose some of

your property.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS.

To satisfy the judgment, interest and costs against THOMAS LYLE  
SMITH and IRVIN T. SMITH, JR., defendants

- (1) you are directed to levy upon the property of the defendant  
and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant  
not levied upon in the possession of \_\_\_\_\_  
(Name of Garnishee)  
as garnishee,

\_\_\_\_\_  
(Specifically describe property)  
and to notify the garnishee that

- (a) an attachment has been issued;
- (b) the garnishee is enjoined from paying any debt to or for  
the account of the defendant and from delivering any  
property of the defendant or otherwise disposing thereof;

(3) if property of the defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

(a) Principal	\$104,549.10
(b) Interest from March 26, 2003, to May 30, 2003	1,529.59
(c) Late charges and fees	557.33
(d) Attorney's collection fee	<u>2,500.00</u>
(e) Costs and additional interest to be added	\$109,136.02

125.00 Prothonotary  
Costs

WILLIAM A. SHAW, PROTHONOTARY:

By

William A. Shaw  
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines,  
uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, :  
Plaintiff, : No. 03 - 1142 C.D.  
vs. :  
: ACTION OF MORTGAGE  
THOMAS LYLE SMITH and IRVIN T. : FORECLOSURE  
SMITH, JR., :  
Defendants. :

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

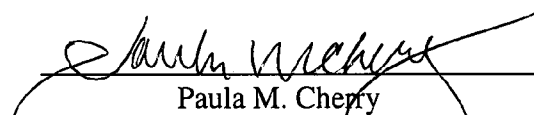
FILED

NOV 03 2003

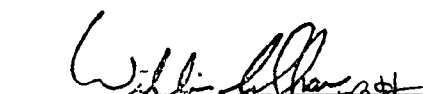
William A. Shaw  
Prothonotary/Clerk of Courts

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,  
Attorney for S & T BANK, Plaintiff, who, being duly sworn according to law, deposes and  
says that the last known address of the above-named Defendant, THOMAS LYLE SMITH, is  
R.R.#1, Penfield, Pennsylvania 15849-9801; and that the last known address of the above-  
named Defendant, IRVIN T. SMITH, JR., is R.R.#1, Box 53, Tioga, Pennsylvania 16946.

Further deponent saith not.

  
Paula M. Cherry

Sworn to and subscribed before me this 3<sup>rd</sup> day of November, 2003.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK, :  
Plaintiff, : No. 03 - 1142 C.D.  
vs. :  
: ACTION OF MORTGAGE  
THOMAS LYLE SMITH and IRVIN T. : FORECLOSURE  
SMITH, JR., :  
Defendants. :

AFFIDAVIT

FILED

JAN 21 2004

01/31/2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
NO COURT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,  
Attorney for S & T BANK, Plaintiff in the above action, who, being duly sworn according to  
law, deposes and says as follows:

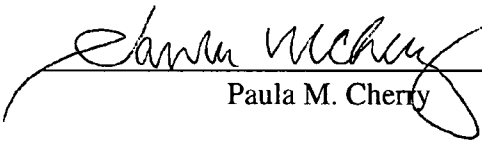
1. That service of the Notice of Sheriff's Sale in the above-captioned case was made on  
the parties listed in the Affidavit Pursuant to Rule 3129.1, by certified mail on the date stamped  
on the Receipts for Certified Mail which are hereto attached, to wit: January 5, 2004.

2. That the Notice of Sheriff's Sale sent to Bucktail Bank & Trust at the address listed  
on the Affidavit Pursuant to Rule 3129.1, to wit: 210 Market Street, Williamsport, PA 17701,  
was returned to Affiant by the post office on January 12, 2004, marked "Not Deliverable as  
Addressed".

3. That upon further investigation, Affiant has discovered that Bucktail Bank & Trust

Company was acquired by Sunbank through merger and the last known address of the said Sunbank is 2131 West 4<sup>th</sup> Street, Williamsport, PA 17701.

4. That service of the Notice of Sheriff's Sale in the above-captioned case was made on the said Sunbank at its last known address of 2131 West 4<sup>th</sup> Street, Williamsport, PA 17701, by certified mail on the date stamped on the Receipt for Certified Mail which is hereto attached, to wit: January 12, 2004.

  
Paula M. Cherry

Sworn to and subscribed before me this 21<sup>st</sup> day of January, 2004.



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

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.

- Certified Mail is not available for any class of international mail.

- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For

- valuable, please consider insured or Registered Mail.

- For an additional fee, a Return Receipt may be requested, to provide proof of

- delivery. To obtain Return Receipt service, please complete and attach a Return

- Receipt (PS Form 3811) to the article and add applicable postage to cover the

- fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for

- a duplicate return receipt, a USPS postmark on your Certified Mail receipt is

- required.

- For an additional fee, delivery may be restricted to the addressee or

- addressee's authorized agent. Advise the clerk or mark the mailpiece with the

- endorsement "Restricted Delivery".

- If a postmark on the Certified Mail receipt is desired, please present the arti-

- cle at the post office for postmarking. If a postmark on the Certified Mail

- receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

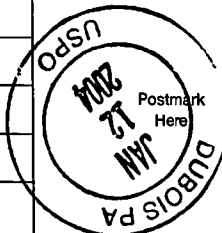
PS Form 3800, May 2000 (Reverse)

102595-00-M-2004

**(Domestic Mail Only; No Insurance Coverage Provided)**

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>

**Sent To**

Sunbank

-----  
**Street, Apt. No.; or PO Box No.**

2131 West 4th Street

City, State, ZIP+ 4

Williamsport. PA 17701

PS Form 1000 10-1-2000

7002 3150 0006 4999 5622

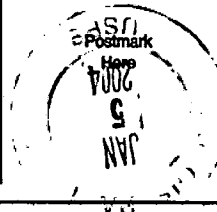
# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To		IRVIN T. SMITH, JR.
Street, Apt. No., or PO Box No.		R. R. #1, Box 53
City, State, ZIP+4		Tioga, PA 16946

PS Form 3800, June 2002

See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

7002 3150 0006 4999 5606

U.S. Postal Service™  
**CERTIFIED MAIL™ 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	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67

Postmark  
Here

NOV 5 11AM '07

Sent To	THOMAS LYLE SMITH
Street, Apt. No., or PO Box No.	R. R. #1
City, State, ZIP+4	Penfield, PA 15849-9801

**Certified Mail Provides:**

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PS Form 3800, June 2002 (Reverse)

7002 3150 0006 4999 5646

**USPS 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	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67

sdSr,  
Postmark  
Here  
JAN 5  
PA

Sent To	
Nat'l City Bank of Pennsylvania	
Street, Apt. No., or PO Box No. 6750 Miller Road	
City, State, ZIP+4	
Brecksville, OH	44101

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

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7002 3150 0006 4999 5639

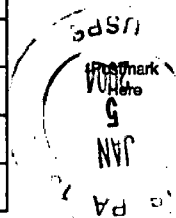
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**OFFICIAL USE**

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Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



Sent To	
BUCKTAIL BANK & TRUST	
Street, Apt. No., or PO Box No. 210 Market Street	
City, State, ZIP+4 Williamsport, PA 17701	

PS Form 3800, Nov. 2000 For 2000 Fee Payment Use

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

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**IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.**

7002 3150 0006 4999 5660

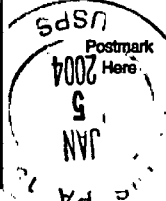
# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



**Sent To**  
 Beneficial Cons. Dis. Co., d/b/a Bene.  
 Street, Apt. No.; Mtg. Co. of PA  
 or PO Box No. 90 Beaver Drive, Suite 114C  
 City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2005

See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

PS Form 3800, June 2002 (Reverse)

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
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7002 3150 0006 4999 5653

# **CERTIFIED MAIL 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	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67

Postmark  
Here  
5  
NAT  
PA

Sent To

DuBois Regional Medical Center

Street, Apt. No.,

or PO Box No. P. O. Box 447

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

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**IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.**

7002 3150 0006 4999 5677

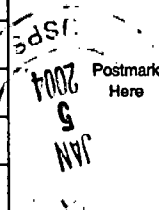
# **CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



<b>Sent To</b>	
Clfd. County Tax CLaim Bureau	
<b>Street, Apt. No., or PO Box No.</b> 230 East Market Street	
<b>City, State, ZIP+4</b> Clearfield, PA 16830	

PS Form 3800, June 2002

See Reverse for Instructions

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### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

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PS Form 3800, June 2002 (Reverse)

7002 3150 0006 4999 5684

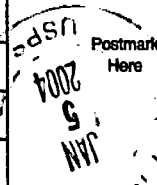
# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To  
 Lee Ann Collins, Sandy Twp. Tax Coll.  
 Street, Apt. No.,  
 or PO Box No. P. O. Box 252  
 City, State, ZIP+4  
 DuBois, PA 15801

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

- ❑ A mailing receipt
- ❑ A unique identifier for your mailpiece
- ❑ A record of delivery kept by the Postal Service for two years

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7002 3150 0006 4999 5691

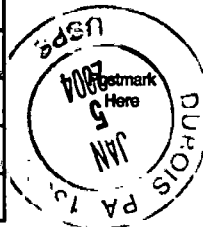
# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

## **OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



<b>Sent To</b>	
Sandy Twp. Municipal Authority	
<b>Street, Apt. No., or PO Box No.</b>	
R. R. #3, Box 10A, P. O. Box 26	
<b>City, State, ZIP+4</b>	
DuBois, PA 15801	

PS Form 3800, June 2002

See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

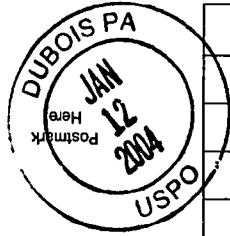
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Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

DEFERRED MAIL PERMIT  
(Domestic Mail Only: No Insurance Coverage Provided)

OFFICIAL USE



Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67

Sent To Sunbank

Street, Apt. No., or PO Box No. 2131 West 4th Street

City, State, ZIP+4 Williamsport, PA 17701

PS Form 3800, May 2000 See Reverse for Instructions

7000 1530 0004 0067 1031

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

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**IMPORTANT: Save this receipt and present it when making an inquiry.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

S&T BANK,  
Plaintiff,

vs.

THOMAS LYLE SMITH and  
IRVIN T. SMITH, JR.,  
Defendants

No. 03-1142-CD

Type of Case: Mortgage Foreclosure

Type of Pleading: Petition for Stay of  
Execution

Filed on Behalf of: Thomas Lyle Smith  
and Irvin T. Smith, Jr., Defendants

WILLIAM G. TRESSLER, ESQUIRE  
Attorney at Law  
410 North Allegheny Street  
Bellefonte, PA 16823  
PA ID No. 61753

(814) 355-3142

**FILED**

**MAR 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

S&T BANK,  
Plaintiff,

vs.

THOMAS LYLE SMITH and  
IRVIN T. SMITH, JR.,  
Defendants

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No. 03-1142-CD

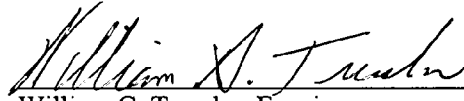
**PETITION FOR STAY OF EXECUTION FOR DEFENDANTS**  
**THOMAS LYLE SMITH and IRVIN T. SMITH, JR.**

AND NOW come Defendants, Thomas Lyle Smith and Irvin T. Smith, Jr., in accordance with Pa.R.C.P. 3121(b)(1) and (2), by and through their attorney, William G. Tressler, Esquire, and state as follows:

1. Sheriff's sale on real estate is scheduled for March 5, 2004, at 10:00 a.m.
2. Record title for the subject real estate is defective due to an altered deed and due to an altered mortgage.
3. Defendants have a sales agreement and could close on the real estate within a reasonable time with sufficient proceeds to satisfy the judgment and to provide net sale proceeds to Defendants.
4. Record defects were not caused by Defendants, and Defendants had no reason to know of the defects until they tried to sell the real estate to satisfy the instant judgment. Exhibits showing the defects are attached hereto and marked as Exhibits "A" and "B".
5. A stay will not imperil the ultimate collection of the judgment and no undue hardship will be imposed on Plaintiff.

6. WHEREFORE, Defendants Thomas Lyle Smith and Irvin T. Smith, Jr. request that this Honorable Court stay execution on Defendants.

Respectfully submitted:

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

William G. Tressler, Esquire  
Attorney for Defendants  
410 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-3142  
PA ID No. 61753

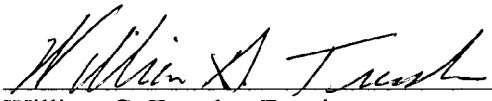
## VERIFICATION

I, William G. Tressler, am the attorney for Defendants, Thomas lyle Smith and Irvin T. Smith, Jr., and am authorized to make this verification on their behalf pursuant to Pa. R.C.P. No. 1024(c).

The averments of fact in the foregoing Defendants' Petition for Stay of Execution are true and correct to the best of my knowledge and belief and are based upon information obtained from Thomas Lyle Smith and Irvin T. Smith, Jr.

I make the foregoing statement subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Dated: March 3, 2004

  
\_\_\_\_\_  
William G. Tressler, Esquire

441733-352  
RECORDATION REQUESTED BY:

S & T BANK  
814 Liberty Boulevard  
DuBois, PA 15801

WHEN RECORDED MAIL TO:

S&T BANK  
ATTN: \_\_\_\_\_  
PO BOX 190  
INDIANA, PA 15701

EXHIBIT "A"

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MORTGAGE THIS IS A PURCHASE MONEY MORTGAGE

THIS MORTGAGE IS DATED JANUARY 26, 1996, between Thomas Lyle Smith, whose address is 1036 Perkiomenville Road, Perkiomenville, PA 18074 (referred to below as "Grantor"); and S & T BANK, whose address is 614 Liberty Boulevard, DuBois, PA 15801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Clearfield County, Commonwealth of Pennsylvania (the "Real Property"):

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART  
HEREOF AS THOUGH FULLY SET FORTH HEREIN. FURTHER REFERENCE PRIOR DEED, DEED  
BOOK 1660, PAGE 142

The Real Property or its address is commonly known as RD #1 (Parcel # 128-83-99), Penfield, PA 15849.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation Thomas Lyle Smith, Irvin T. Smith, Jr. and Mildred C. Smith.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means S & T BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Grantor to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated January 26, 1996, in the original principal amount of \$115,200.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned

Exhibit "A"

by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-481 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 5901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and no containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is, if becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available whichever is less.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by the Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid to Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedy to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Lender section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, a reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture.

proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and, with or without taking possession of the Property, to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Thomas Lyle Smith (SEAL)  
Thomas Lyle Smith

ACKNOWLEDGMENT:

Irvin T. Smith, Jr.  
Irvin T. Smith, Jr.

Mildred C. Smith  
Mildred C. Smith

Signed, acknowledged and delivered in the presence of:

x Eileen M. Smith  
Witness

x Eileen M. Smith  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, S & T BANK, herein is as follows:  
614 Liberty Boulevard, DuBois, PA 15801

[Signature]  
Attorney or Agent for Mortgagee

**MORTGAGE**  
(Continued)

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Pennsylvania

COUNTY OF Clearfield

On this, the 26th day of January, 1996, before me David J. Hopkins  
undersigned Notary Public, personally appeared Thomas Lyle Smith, known to me (or satisfactorily proven) to be the person who  
subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.

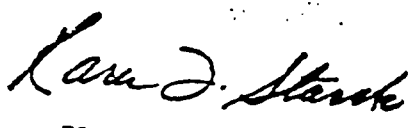
  
Notary Public in and for the State of Pennsylvania

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**NOTARIAL SEAL**  
DAVID J. HOPKINS, Notary Public  
Clearfield County  
Commission Expires March 1, 1999

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



  
Karen L. Starck  
Recorder of Deeds

1/29/96  
**CLEARFIELD COUNTY**  
**ENTERED OF RECORD**  
TIME 12:34 P.M.  
BY David Hopkins  
FEES \$1.50  
Karen L. Starck, Recorder

ALL that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail being in the cartway for Township Road No. 408, and being a common corner of lands now or formerly of Ira and Eleanora Sherwood and of Regis and Louise Maloney, Sr., and also being the Northeast corner of the herein described parcel; thence South 8° 51' West along lands now or formerly of Regis and Louise Maloney, Sr., a distance of 710.51 feet to a P.K. nail set by said survey, said nail being the Southeast corner of the herein described parcel; thence, South 84° 29' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said survey; thence South 66° 40' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 497.12 feet to a P.K. nail set by said survey; thence South 81° 35' West along lands now or formerly of Lyle and Iris Bundy a distance of 260.77 feet to a P.K. nail set by said survey; thence North 84° 36' West along Township Road No. 403 and along lands now or formerly of Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by said survey, said nail being the Southwest corner of the herein described parcel; thence North 6° 30' East along lands now or formerly of Green Glen Corporation a distance of 827.28 feet to a one inch iron pipe set by said survey; thence South 79° 28' East along lands now or formerly of Green Glen Corporation a distance of 394.28 feet to a one inch iron pipe set by said survey; thence North 22° 47' East along lands now or formerly of Green Glen Corporation a distance of 285.59 feet to a one inch iron pipe set by said survey; said iron pipe being the Southwest corner of the lands of Fabian and Sandra Baccelli; thence South 66° 8' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 414.87 feet to a one inch iron pipe set by said survey, said pipe being the Southeast corner of the lands of Fabian and Sandra Baccelli; thence North 34° 10' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 149.53 feet to a one inch iron pipe set by said survey; thence South 55° 50' East a distance of 253.65 feet to a one inch iron pipe set by said survey; thence North 44° 23' East a distance of 177.75 feet to a one inch iron pipe set by said survey; thence North 18° 00' East a distance of 100.00 feet to a P.K. nail set by said survey, said nail being in the Northern portion of the cartway for Township Road No. 408; thence South 72° 00' East along lands now or formerly of Stephen and Christina Newell a distance of 93.00 feet to a P.K. nail set by said survey, said nail being in the Northern cartway for Township Road No. 408; thence South 67° 40' East along lands now or formerly of Stephen and Christina Newell and lands now or formerly of Ira and Eleanora Sherwood, a distance of 181.50 feet to a P.K. nail set by said survey, said nail being in the cartway for Township Road No. 408, and being the Northeast corner of the herein described parcel, the point of beginning. Containing 32.35 acres, and being subject to utility easements that may be of record.

BEING the same premises conveyed to the Grantor herein by Deed of Douglas S. Good, et ux., dated the 30th day of January, 1995, as recorded in Deed Book Volume 1660, Page 142.

EXCEPTING from the above conveyance 10.48 acres as conveyed by Douglas S. Good and Jane A. Good by Deed dated the 25th day of January, 1995, to Martin R. Maloney and Michael J. Maloney which appears of record.



# PROMISSORY NOTE

(Continued)

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Ir
\$115,200.00	01-28-1996	01-28-2026	1900001			1000161701	715	

**Borrower:** Thomas, Lynn Sharr, Trish T. Smith, J. and Mildred C. Smith  
1006 Perdomenville Road  
Perdomenville, PA 18074

**Lender:** S & T BANK  
Dubois Regional Office  
614 Liberty Boulevard  
DuBois, PA 15801

**Principal Amount:** \$115,200.00

**Date of Note:** January 26

**PROMISE TO PAY.** I promise to pay to S & T BANK ("Lender"), or order, in lawful money of the United States of America, the principal of One Hundred Fifteen Thousand Two Hundred & 00/100 Dollars (\$115,200.00), together with interest on the unpaid principal balance January 26, 1996, until paid in full. The interest rate will not increase above 13.000%.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, I will pay this loan in accordance with the following schedule:

36 consecutive monthly principal and interest payments in the initial amount of \$766.43 each, beginning February 25, 1996, with interest calculated on the unpaid principal balances at an interest rate of 1.500 percentage points over the Index described below; and 324 consecutive monthly principal and interest payments in the initial amount of \$840.49 each, beginning February 26, 1999, with interest calculated on the unpaid principal balances at an interest rate of 2.500 percentage points over the Index described below. My final payment will be due on January 26, 2026 and, will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, months are calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the number of days in the month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. I will pay Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index, which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (3) Three Years (the "Index"). The Index shall be the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate an alternate index after notice to me. Lender will tell me the current index rate upon my request. I understand that Lender may make loans at other rates as well. The interest rate change will not occur more often than each 36 months. The Index currently is 5.420% per annum. The rate on this Note will be based on the Index value plus a margin, rounded to the nearest .250 percent. The interest rate or rates to be paid on the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. Notwithstanding any provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum: **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.500% per annum or more than the lesser of 13.000% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any time on this loan will not exceed 2.500 percentage points. Unless waived by Lender, any increase in the interest rate will increase the amount of my payments.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. (f) Any of the events described in this default section occurs with respect to any of my accounts with Lender. (g) Any of the events described in this default section occurs with respect to any of my other assets.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance of this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and all legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to obtain a stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender, all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I agree to allow Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts and, at

EXHIBIT "B"

Law Offices

DAVID P. KING

23 Beaver Drive  
P.O. Box 1016  
DuBois, PA 15801

David P. King, Esq.

January 12, 1996

Phone (814) 371-3760  
Telecopier (814) 371-48

David J. Hopkins, Esquire  
902 Beaver Drive  
DuBois, PA 15801

Re: Good to Smith Transaction

Dear Dave:

In reference to the above, please find enclosed the general warranty Deed that we have prepared on behalf of our client, Douglas S. Good, conveying the subject matter property to your clients, the Smiths. The agreed upon consideration is \$144,000.00 as stated on the face of the Deed.

You will note that on the grantee clause we did not mention how the Smiths were to hold the property. That is, is Thomas L. Smith to own a one half interest with Irvin T. Smith and Mildred C. Smith? Assuming Irvin and Mildred are husband and wife, will their interest be held as a tenancy by the entireties between themselves, but as a joint tenancy with the right of survivorship with Thomas L. Smith? It really matters not to my client, but however your clients wish their interest to appear should be so stated if you deem it appropriate and necessary.

To my knowledge there are two mortgages on the subject matter premises with Deposit Bank, and a fairly recent IRS lien which of course will have to be paid off. It is also possible that the 1995 taxes have not yet been paid.

To my knowledge there are no other liens, but of course your title work will confirm the same for the benefit of your clients.

Please also note that in early 1995, Douglas and Jane Good conveyed out of the 32.35 acre parcel a 10.48 acre parcel to a Martin and Michael Maloney. Since Paula Cherry closed that transaction, I am not aware of the book and page numbers, although we have referred to that transaction in our Deed as an exception and reservation. Again, your title work will confirm this.

There are also a few chattel mortgages (secured transactions) from Mr. Good in favor of Deposit Bank. These of course have nothing to do with the sale of the real estate.

David J. Hopkins, Esquire

-2-

January 12, 1996

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On behalf of my client, prior to closing, we would like to review a copy of the Settlement Statement. Thus, as soon as that is prepared, please fax it to us, and we will do a quick review.

Also, I am enclosing herewith our billing for services rendered on behalf of Mr. Good. Please make this part of your closing distributions.

Finally, you will find enclosed the Information for Real Estate 1099-S Report Filing form.

Very truly yours,

David P. King

DPK:pp  
Enclosures

cc: Mr. Douglas S. Good

County Parcel No. \_\_\_\_\_

**This Deed,**MADE the 12th day of January  
in the year nineteen hundred and ninety six (1996)BETWEEN DOUGLAS S. GOOD, a single person, of Penfield,  
Clearfield County, PA,

Grantor

AND THOMAS L. SMITH, IRVIN T. SMITH and MILDRED C.  
SMITH,

DEED AS IT IS TO BE RECORDED IN Grantees  
COURTHOUSE AFTER ALL 3 SIGNATURES WERE  
WITNESSED ON ALL DOCUMENTS

WITNESSETH, That in consideration of

One Hundred Forty Four Thousand (\$144,000.00) ----- Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantee s,ALL that certain parcel or piece of land lying, situated and being in  
Sandy Township, Clearfield County, Pennsylvania, bounded and  
described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail  
being in the cartway for Township Road No. 408, and being a common  
corner of lands now or formerly of Ira and Eleanora Sherwood and of  
Regis and Louise Maloney, Sr., and also being the Northeast corner of  
the herein described parcel; thence South 8° 51' West along lands now  
or formerly of Regis and Louise Maloney, Sr., a distance of 710.51  
feet to a P.K. nail set by said survey, said nail being the Southeast  
corner of the herein described parcel; thence, South 84° 29' West  
along Township Road No. 403 and along lands now or formerly of Lyle  
and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said  
survey; thence South 66° 40' West along Township Road No. 403 and  
along lands now or formerly of Lyle and Iris Bundy a distance of  
497.12 feet to a P.K. nail set by said survey; thence South 81° 35'  
West along lands now or formerly of Lyle and Iris Bundy a distance of  
260.77 feet to a P.K. nail set by said survey; thence North 84° 36'  
West along Township Road No. 403 and along lands now or formerly of  
Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by  
said survey, said nail being the Southwest corner of the herein  
described parcel; thence North 6° 30' East along lands now or  
formerly of Green Glen Corporation a distance of 827.28 feet to a one  
inch iron pipe set by said survey; thence South 79° 28' East along  
lands now or formerly of Green Glen Corporation a distance of 394.28

BEING the same premises conveyed to the Grantor herein by Deed of Douglas S. Good, et ux., dated the 30th day of January, 1995, as recorded in Deed Book Volume 1660, Page 142.

NOTICE

Thomas L. Smith      Irvin T. Smith  
Mildred C. Smith

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

VOL 1 1000000000

WARRANTY DEED - 1980

PLANKENHORN CO., WILLIAMSPORT, PA.



County Parcel No. \_\_\_\_\_

## This Deed,

MADE the 12th day of January

in the year nineteen hundred and ninety six (1996)

BETWEEN DOUGLAS S. GOOD, a single person, of Penfield,  
Clearfield County, PA,

Grantor

AND

THOMAS LYLE SMITH, of Penfield, Clearfield County,  
PA,

*NAMES WERE ERASED BEFORE RECORDING*  
*AT THE COURTHOUSE AFTER ALL 3 SIGNATURES*  
*WERE WITNESSED AT SIGNING OF ALL DOCUMENT*

Grantee

WITNESSETH, That in consideration of

One Hundred Forty Four Thousand (\$144,000.00) -----Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor do es hereby grant  
and convey to the said grantee s,

ALL that certain parcel or piece of land lying, situated and being in  
Sandy Township, Clearfield County, Pennsylvania, bounded and  
described as follows, to wit:

BEGINNING at a P.K. nail set by the survey attached hereto, said nail  
being in the cartway for Township Road No. 408, and being a common  
corner of lands now or formerly of Ira and Eleanor Sherwood and of  
Regis and Louise Maloney, Sr., and also being the Northeast corner of  
the herein described parcel; thence South 8° 51' West along lands now  
or formerly of Regis and Louise Maloney, Sr., a distance of 710.51  
feet to a P.K. nail set by said survey, said nail being the Southeast  
corner of the herein described parcel; thence, South 84° 29' West  
along Township Road No. 403 and along lands now or formerly of Lyle  
and Iris Bundy a distance of 429.60 feet to a P.K. nail set by said  
survey; thence South 66° 40' West along Township Road No. 403 and  
along lands now or formerly of Lyle and Iris Bundy a distance of  
497.12 feet to a P.K. nail set by said survey; thence South 81° 35'  
West along lands now or formerly of Lyle and Iris Bundy a distance of  
260.77 feet to a P.K. nail set by said survey; thence North 84° 36'  
West along Township Road No. 403 and along lands now or formerly of  
Lyle and Iris Bundy a distance of 561.67 feet to a P.K. nail set by  
said survey, said nail being the Southwest corner of the herein  
described parcel; thence North 6° 30' East along lands now or  
formerly of Green Glen Corporation a distance of 827.28 feet to a one  
inch iron pipe set by said survey; thence South 79° 28' East along  
lands now or formerly of Green Glen Corporation a distance of 394.28

feet to a one inch iron pipe set by said survey; thence North 22° 47' East along lands now or formerly of Green Glen Corporation a distance of 285.59 feet to a one inch iron pipe set by said survey; said iron pipe being the Southwest corner of the lands of Fabian and Sandra Baccelli; thence South 66° 8' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 414.87 feet to a one inch iron pipe set by said survey, said pipe being the Southeast corner of the lands of Fabian and Sandra Baccelli; thence North 34° 10' East along lands now or formerly of Fabian and Sandra Baccelli a distance of 149.53 feet to a one inch iron pipe set by said survey; thence South 55° 50' East a distance of 253.65 feet to a one inch iron pipe set by said survey; thence North 44° 23' East a distance of 177.75 feet to a one inch iron pipe set by said survey; thence North 18° 00' East a distance of 100.00 feet to a P.K. nail set by said survey, said nail being in the Northern portion of the cartway for Township Road No. 408; thence South 72° 00' East along lands now or formerly of Stephen and Christina Newell a distance of 93.00 feet to a P.K. nail set by said survey, said nail being in the Northern cartway for Township Road No. 408; thence South 67° 40' East along lands now or formerly of Stephen and Christina Newell and lands now or formerly of Ira and Eleanor Sherwood, a distance of 181.50 feet to a P.K. nail set by said survey, said nail being in the cartway for Township Road No. 408, and being the Northeast corner of the herein described parcel, the point of beginning. Containing 32.35 acres, and being subject to utility easements that may be of record.

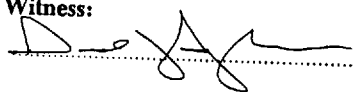
BEING the same premises conveyed to the Grantor herein by Deed of Douglas S. Good, et ux., dated the 30th day of January, 1995, as recorded in Deed Book Volume 1660, Page 142.

EXCEPTING from the above conveyance 10.48 acres as conveyed by Douglas S. Good and Jane A. Good by Deed dated the 25th day of

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:



Thomas L. Smith  
Thomas L. Smith

This 24<sup>th</sup> day of January 1995 NAMES WERE WHITED OUT BY WHM AND WHY?!

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

HUD - 1 UNIFORM SETTLEMENT STATEMENT

EASY SOFT, Inc

<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>			<b>SETTLEMENT STATEMENT</b>	
<b>B. TYPE OF LOAN</b>			<b>6. File Number:</b>	
1. FHA 2. FmHA 3. CONV. UNINS. 4. VA 5. CONV. INS.			<b>7. Loan Number:</b>	
			<b>8. Mortgage Insurance Case Number</b>	
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. <b>NOTE:</b> TIN = Taxpayer's Identification Number				
<b>D. NAME AND ADDRESS OF BORROWER:</b>		<b>E. NAME, ADDRESS, AND TIN OF SELLER:</b>		<b>F. NAME AND ADDRESS OF LENDER:</b>
Thomas Lyle Smith, Irvin T. Smith, Jr., Mildred C. Smith Penfield, PA 15849		Douglas S. Good R.D. 1, Box 29C Penfield, PA 15849		S&T Bank 614 Liberty Blvd. DuBois, PA 15801
<b>G. PROPERTY LOCATION:</b>		<b>H. SETTLEMENT AGENT NAME, ADDRESS AND TIN</b>		
R. D. 1, Box 29C Penfield, PA 15849 Sandy Map #E03-000-00099 LOT BLOCK		David J. Hopkins, Esquire 902 Beaver Drive, DuBois, PA 15801 PLACE OF SETTLEMENT 902 Beaver Drive DuBois, PA 15801		
		<b>I. SETTLEMENT DATE</b> 01/26/96		

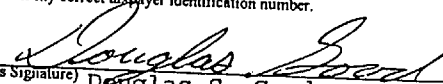
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract sales price	144,000.00	401. Contract sales price	144,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	2,557.09	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>146,557.09</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>144,000.00</b>

<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit or earnest money	6,000.00	501. Excess deposit	6,000.00
202. Principal amount of new loan(s)	115,200.00	502. Settlement charges to seller (Line 1400)	9,230.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Deposit	64,765.20
205.		505. Deposit	19,060.70
206.		506. IRS Lien Escrow	15,000.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/1 to 1/26	16.06	511. County taxes 1/1 to 1/26	16.06
212. Assessments to		512. Assessments to	
213. Township Tax 1/1-1/26	11.68	513. Township Tax 1/1-1/26	11.68
214. School Tax 1/1-1/26	113.59	514. School Tax 1/1-1/26	113.59
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR SELLER</b>	<b>121,341.33</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>114,197.34</b>

<b>300. CASH SETTLEMENT FROM/TO SELLER</b>		<b>600. CASH AT SETTLEMENT FROM/TO SELLER</b>	
301. Gross amount due from borrower (Line 120)	146,557.09	601. Gross amount due to seller (Line 420)	144,000.00
302. Less amount paid by/for borrower (Line 220)	121,341.33	602. Less reduction in amount due seller (Line 520)	114,197.34
<b>303. CASH [X] FROM/ [ ] TO BORROWER</b>	<b>25,215.76</b>	<b>603. CASH [X] TO/ [ ] FROM SELLER</b>	<b>29,802.66</b>

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D(Form1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

  
 (Seller's Signature) Douglas S. Good

AL SALES/BROKER'S COMMISSION based on price \$144,000.00 @ 6.000 %		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:			
8,640.00 to Coldwell Banker			
703. Commission paid at Settlement \$8,640-Coldwell Banker (POC-\$1,000)			7,640.00
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee %			
802. Loan Discount %			
803. Appraisal Fee to Provost R.E. Appraisers (POC-\$225)			
804. Credit Report to			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee to			
807. Assumption Fee			
808. Document Preparation Fee (POC-\$75)			
809. Flood Certification Fee (POC-\$9.00)		13.00	
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from to @ /day			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
904. years to			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	2 months @ \$ 37.080 per month	74.16	
1002. Mortgage Insurance	months @ \$ per month		
1003. City property taxes	months @ \$ per month		
1004. County property taxes	10 months @ \$ 18.800 per month	188.00	
1005. Annual assessments	months @ \$ per month		
1006. Township Tax	10 months @ \$ 13.670 per month	136.70	
1007. School	5 months @ \$ 132.950 per month	664.75	
1008. Agg. Acct. Adj.	months @ \$ per month	-567.52	
1100. TITLE CHARGES			
1101. Settlement or closing fee to David J. Hopkins, Esquire		50.00	50.00
1102. Abstract or title search to David J. Hopkins, Esquire		102.00	
1103. Title Examination to			
1104. Title insurance binder to			
1105. Document preparation to David P. King, Esquire			100.00
1106. Notary fees to			
1107. Attorney's fees to David J. Hopkins, Esquire (includes above item numbers; )		400.00	
1108. Title Insurance to (includes above item numbers; )			
1109. Lender's coverage			
1110. Owner's coverage			
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed \$ 20.00 Mortgage \$ 20.00 Release \$		40.00	
1202. City/county tax stamps: Deed \$ Mortgage \$ Release \$			
1203. State tax stamps: Deed \$ Mortgage \$ Release \$			
1204. Realty Transfer Tax - 2%		1,440.00	1,440.00
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest inspection to			
1303. Lien Search/Art Neal		16.00	
1304.			
1305.			
1306.			
1307.			
1308.			
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		2,557.09	9,230.00

**CERTIFICATION**  
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements run my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Douglas S. Good Seller

Thomas Lyle Smith Borrower

Irvin T. Smith Seller

Mildred C. Smith Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

David J. Hopkins, Esquire

Settlement Agent

01/26/96

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

S&T BANK,  
Plaintiff,

vs.

THOMAS LYLE SMITH and  
IRVIN T. SMITH, JR.,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:

No. 03-1142-CD

CERTIFICATE OF SERVICE

I, Cindy R. Johnston, Legal Assistant to William G. Tressler, Esquire, hereby certify that on this the 3<sup>rd</sup> day of March, 2004, a true and correct copy of the foregoing Petition for Stay of Execution for Defendants Thomas Lyle Smith and Irvin T. Smith, Jr. has been served upon the person(s) and in the manner indicated below, by depositing same in the United States mail, with first-class postage, prepaid, from Clearfield, Pennsylvania, as follows:

Paula M. Cherry, Esquire  
Gleason, Cherry and Cherry, L.L.P.  
Attorneys at Law  
One North Franklin Street  
P.O. Box 505  
Dubois, PA 15801-0505

Date: March 3, 2004



Cindy R. Johnston, Legal Assistant to  
William G. Tressler, Esquire  
Attorney for Defendant  
410 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-3142  
PA ID# 61753

**FILED**

**MAR 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

S&T BANK,  
Plaintiff,

vs.

THOMAS LYLE SMITH and  
IRVIN T. SMITH, JR.,  
Defendants

:  
:  
:  
:  
:  
:  
:

No. 03-1142-CD

RULE TO SHOW CAUSE

AND NOW, this 3rd day of March, 2004, upon consideration of the within Petition for Stay of Execution for Defendants Thomas Lyle Smith and Irvin T. Smith, Jr., a hearing is scheduled for the 4th day of March, 2004, at 1:30 o'clock p. .m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania, for the Commonwealth to show cause, if any, as to why the prayer of the Defendants should not be granted.

By the Court:

Paul E. Cherry  
J.

**FILED**

MAR 03 2004

William A. Shaw  
Prothonotary

Current Judge: Fredric Joseph Ammerman

S.T Bank vs. Thomas Lyle Smith, Irvin T. Smith Jr

Mortgage Foreclosures

Date		Judge
08/04/2003	✓ Filing: Civil Complaint Paid by: Cherry, Paula M. (attorney for S & T Bank) Receipt number: 1863930 Dated: 08/04/2003 Amount: \$85.00 (Check) Property located in Sandy Township, Penfield R. D. 1. 2 CC to Atty. Cherry	No Judge
09/22/2003	✓ Sheriff Return: Now, Aug. 11, 2003 Served Defendant, Irvin Smith. Aug. 20, 2003 served Defendant Thomas Lyle Smith at residence. Shff. Hawkins \$45.72, Surcharge \$20.00, Tioga Co. Shff. \$34.18. Paid by Atty.	No Judge
11/03/2003	✓ Filing: Judgment Paid by: Cherry, Paula M. (attorney for S & T Bank) Receipt number: 1868540 Dated: 11/03/2003 Amount: \$20.00 (Check) Notice to Def. Stmt. to Atty.	No Judge
	✓ Filing: Writ of Execution / Possession Paid by: Cherry, Paula M. (attorney for S & T Bank) Receipt number: 1868540 Dated: 11/03/2003 Amount: \$20.00 (Check) 1 cc & 6 Writs to Shff.	No Judge
11/04/2003	✓ Affidavit of address of Defendant Thomas Lyle Smith and Irvin T. Smith Jr. s/ Paula Cherry No cc.	No Judge
01/21/2004	Affidavit of Service of Notice of Sheriff's Sale upon parties. filed by, s/ Paula M. Cherry, Esquire no cc	No Judge
	✓ Affidavit of Service of Notice of Sheriff's Sale upon parties listed in the Affidavit Pursuant to Rule 3129.1. filed by, s/ Paula M. Cherry, Esquire no cc	No Judge
03/03/2004	✓ Petition for Stay of Execution filed by Atty. Tressler. No CC.	No Judge
	✓ Certificate of Service, Petition for Stay of Execution upon Paula M. Cherry, Esq. filed by, s/ Cindy R. Johnston, L.A. no cc	No Judge
03/04/2004	✓ RULE TO SHOW CAUSE, AND NOW, this 3rd day of March, 2004, Hearing on Petition for Stay of Execution For Defendants Thomas Lyle Smith and Irvin T. Smith, Jr. is scheduled for the 4th day of March, 2004, at 1:30 p.m. in Courtroom No. 1. by the Court, s/ PEC, J. 2 cc to Atty Tressler	Fredric Joseph Ammerman

Date: 03/04/2004

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 10:02 AM

ROA Report

Page 1 of 1

Case: 2003-01142-CD

Current Judge: Fredric Joseph Ammerman

S.T Bank vs. Thomas Lyle Smith, Irvin T. Smith Jr

Mortgage Foreclosures

Date		Judge
08/04/2003	✓ Filing: Civil Complaint Paid by: Cherry, Paula M. (attorney for S & T Bank) Receipt number: 1863930 Dated: 08/04/2003 Amount: \$85.00 (Check) Property located in Sandy Township, Penfield R. D. 1. 2 CC to Atty. Cherry	No Judge
09/22/2003	✓ Sheriff Return: Now, Aug. 11, 2003 Served Defendant, Irvin Smith. Aug. 20, 2003 served Defendant Thomas Lyle Smith at residence. Shff. Hawkins \$45.72, Surcharge \$20.00, Tioga Co. Shff. \$34.18. Paid by Atty.	No Judge
11/03/2003	✓ Filing: Judgment Paid by: Cherry, Paula M. (attorney for S & T Bank) Receipt number: 1868540 Dated: 11/03/2003 Amount: \$20.00 (Check) Notice to Def. Stmt. to Atty.	No Judge
	✓ Filing: Writ of Execution / Possession Paid by: Cherry, Paula M. (attorney for S & T Bank) Receipt number: 1868540 Dated: 11/03/2003 Amount: \$20.00 (Check) 1 cc & 6 Writs to Shff.	No Judge
11/04/2003	3 Affidavit of address of Defendant Thomas Lyle Smith and Irvin T. Smith Jr. s/ Paula Cherry No cc.	No Judge
01/21/2004	✓ Affidavit of Service of Notice of Sheriff's Sale upon parties. filed by, s/ Paula M. Cherry, Esquire no cc	No Judge
	Affidavit of Service of Notice of Sheriff's Sale upon parties listed in the Affidavit Pursuant to Rule 3129.1. filed by, s/ Paula M. Cherry, Esquire no cc	No Judge
03/03/2004	Petition for Stay of Execution filed by Atty. Tressler. No CC.	No Judge
	Certificate of Service, Petition for Stay of Execution upon Paula M. Cherry, Esq. filed by, s/ Cindy R. Johnston, L.A. no cc	No Judge

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

S & T BANK, :  
Plaintiff, : No. 03 - 1142 C.D.  
vs. :  
: ACTION OF MORTGAGE  
THOMAS LYLE SMITH and IRVIN T. : FORECLOSURE  
SMITH, JR., :  
Defendants. :

AFFIDAVIT

FILED NO  
2/3:45 PM CC  
FEB 07 2005

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

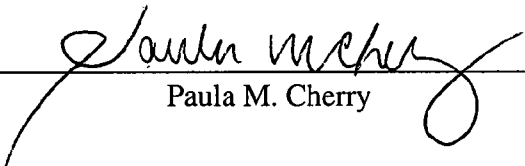
William A. Shaw  
Prothonotary/Clerk of Courts

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,  
Attorney for S & T BANK, Plaintiff in the above action, who, being duly sworn according to  
law, deposes and says as follows:

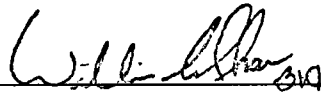
1. That the Affidavit Pursuant to Rule 3129.1 filed in this action listed BUCKTAIL BANK & TRUST of 210 Market Street, Williamsport, Pennsylvania 17701, as a junior lienholder.
2. That after filing the Affidavit Pursuant to Rule 3129.1, Affiant discovered that BUCKTAIL BANK & TRUST was acquired by SUNBANK through merger. The last known address of the said SUNBANK is 2131 West 4<sup>th</sup> Street, Williamsport, Pennsylvania 17701.
3. That service of the Notice of Sheriff's Sale in the above-captioned case, which Sale

is scheduled for March 4, 2005, at 10:00 A.M., was made on the said BUCKTAIL BANK & TRUST by and through Affiant's service upon SUNBANK on February 2, 2005, by certified mail as it stamped on the Receipt for Certified Mail attached hereto.

4. That service of the Notice of Sheriff's Sale was made on all other parties listed in the Affidavit Pursuant to Rule 3129.1, on February 2, 2005, by certified mail as is stamped on the Receipts for Certified Mail which are attached hereto.

  
Paula M. Cherry

Sworn to and subscribed before me this 7<sup>th</sup> day of February, 2005.

  
Will [unclear]

FILED<sup>no</sup>  
0/10:34  
JAN 24 2006<sup>cc</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S & T BANK,	:	
	:	
Plaintiff,	:	No. 03 - 1142 C.D.
	:	
vs.	:	
	:	
	:	ACTION OF MORTGAGE
THOMAS LYLE SMITH and IRVIN T.	:	
	:	FORECLOSURE
SMITH, JR.,	:	
	:	
Defendants.	:	

AFFIDAVIT

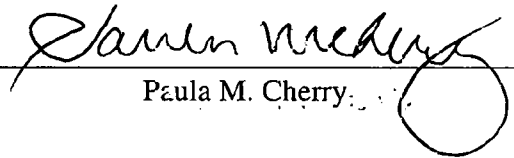
COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS.
COUNTY OF CLEARFIELD	:	

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,  
Attorney for S & T BANK, Plaintiff in the above action, who, being duly sworn according to  
law, deposes and says as follows:

1. That the Affidavit Pursuant to Rule 3129.1 filed in this action listed BUCKTAIL BANK & TRUST of 210 Market Street, Williamsport, Pennsylvania 17701, as a junior lienholder.
2. That after filing the Affidavit Pursuant to Rule 3129.1, Affiant discovered that BUCKTAIL BANK & TRUST was acquired by SUNBANK through merger. The last known address of the said SUNBANK is 2131 West 4<sup>th</sup> Street, Williamsport, Pennsylvania 17701.
3. That service of the Notice of Sheriff's Sale in the above-captioned case, which Sale

is scheduled for February 3, 2005, at 10:00 o'clock A.M., was made on the said BUCKTAIL BANK & TRUST by and through Affiant's service upon SUNBANK on December 30, 2005, by certified mail as it stamped on the Receipt for Certified Mail attached hereto.

4. That service of the Notice of Sheriff's Sale was made on all other parties listed in the Affidavit Pursuant to Rule 3129.1, on December 30, 2005, by certified mail as is stamped on the Receipts for Certified Mail which are attached hereto.

  
Paula M. Cherry

Sworn to and subscribed before me this 24<sup>th</sup> day of January, 2006.



**WILLIAM A. SHAW**  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA.

7004 2890 0001 4137 3005

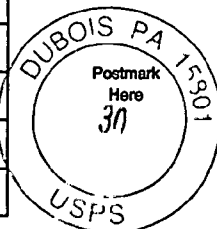
**CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To	Thomas Lyle Smith
Street, Apt. No., or PO Box No.	R.R.#1
City, State, ZIP+4	Penfield, PA 15849-9801

PS Form 3800, June 2002

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

7004 2890 0001 4137 3012

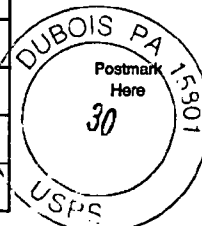
**CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To

Irvin T. Smith, Jr.

Street, Apt. No.,  
or PO Box No.

R.R.#1, Box 53

City, State, ZIP+4

Tioga, PA 16946

PS Form 3800, June 2005

Fee F

Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

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**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverso)

7004 2890 0001 4137 3029

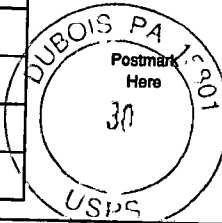
**CERTIFIED MAIL<sup>®</sup> RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



**Sent To**

Sunbank

Street, Apt. No.,  
or PO Box No.

2131 West 4th Street

City, State, ZIP+4

Williamsport, PA 17701

PS Form 3800, June 2002

### **Certified Mail Provides:**

- A mailing receipt
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**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Revised)

7004 2690 0001 4137 3036

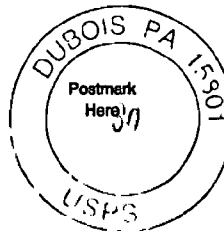
# **CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



<b>Sent To</b>	
National City Bank of Pennsylvania	
Street, Apt. No., or PO Box No.	6750 Miller Road
City, State, ZIP+4	Brecksville, OH 44101

PS Form 3800, June 2002

See Reverse for Instructions

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**Certified Mail Provides:**

- A mailing receipt
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**IMPORTANT:** Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

7004 2690 0001 4137 3043

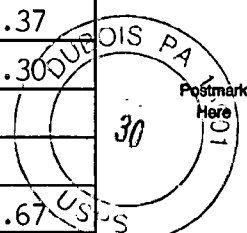
# CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

## OFFICIAL USE

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To	
DuBois Regional Medical Center	
Street, Apt. No., or PO Box No.	P.O. Box 447
City, State, ZIP+4	DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
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**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

7004 2890 0001 4137 3050

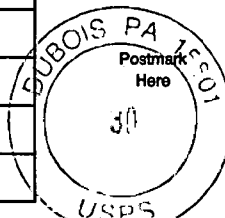
**CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To Beneficial Consumer Discount Co. dba  
Beneficial Mortgage Co. of Pennsylvania  
Street, Apt. No.,  
or PO Box No. 90 Beaver Drive, Suite 114C  
City, State, ZIP+4  
DuBois, PA 15801

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

7004 2890 0001 4137 3067

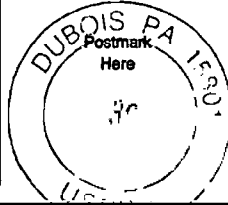
**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



Sent To	Clearfield County Tax Claim-Bureau
Street, Apt. No., or PO Box No.	230 East Market Street
City, State, ZIP+4	Clearfield, PA 16830

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of International mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

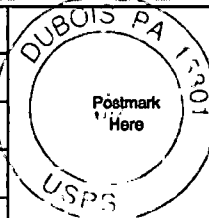
7004 2690 0001 4137 3074

**CERTIFIED MAIL 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	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



Sent To	Lee Ann Collins
	Sandy Township Tax Collector
Street, Apt. No., or PO Box No.	P.O. Box 252
City, State, ZIP+4	DuBois, PA 15801

PS Form 3800, June 2004

See instructions

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**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

7004 2890 0001 4137 3061

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 <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67

DUBOIS PA 15801

Postmark  
Here  
39

USPS

Sent To	
Sandy Township Municipal Authority	
Street, Apt. No., or PO Box No.	R.R.#3, Box 10A P.O. Box 267
City, State, ZIP+4	DuBois, PA 15801

PS Form 3800, June 2005

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.** Internet access to delivery information is not available on mail addressed to APOs and FPOs.

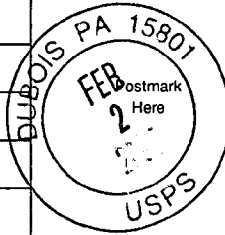
PS Form 3800, June 2002 (Reverse)

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7000 1670 0000 4731 6187

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

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



<b>Recipient's Name</b> <i>(Please Print Clearly) (to be completed by mailer)</i>	
Thomas Lyle Smith	
<b>Street, Apt. No., or PO Box No.</b>	
R.R.#1	
<b>City, State, ZIP+4</b>	
Penfield, PA 15849-9801	

PS Form 3800, February 2000

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

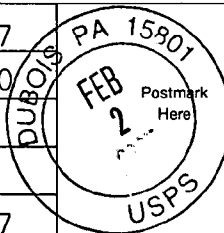
- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

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

7000 1670 0000 4731 6170

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



**Recipient's Name** (Please Print Clearly) (to be completed by mailer)

Irvin T. Smith, Jr.

Street, Apt. No., or PO Box No.

R.R.#1, Box 53

City, State, ZIP+4

Tioga, PA 16946

PS Form 3800, July 1995-2007

See Back for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

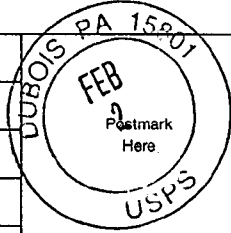
- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

7000 1670 0000 4731 6163

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

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



**Recipient's Name** *(Please Print Clearly) (to be completed by mailer)*  
Sunbank  
Street, Apt. No., or PO Box No.  
2131 West 4th Street  
City, State, ZIP+4  
Williamsport, PA 17701

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

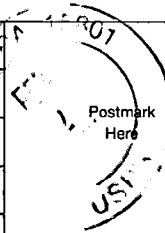
- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

7000 1670 0000 4731 6156

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

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



**Recipient's Name (Please Print Clearly) (to be completed by mailer)**  
National City Bank of Pennsylvania  
Street, Apt. No., or PO Box No.  
6750 Miller Road  
City, State, ZIP+4  
Brecksville, OH 44101

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

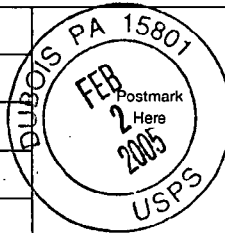
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

7000 1670 0000 4731 6118

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

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



**Recipient's Name** (Please Print Clearly) (to be completed by mailer)  
Lee Ann Collins, Sandy Township Tax  
Street, Apt. No., or PO Box No. Collector  
P.O. Box 252  
City, State, ZIP+4  
DuBois, PA 15801

PS Form 3800, February 2004

See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

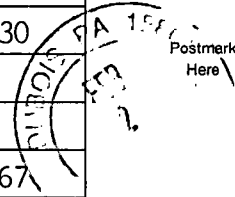
- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

7000 1670 0000 4731 6149

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

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



<b>Recipient's Name (Please Print Clearly) (to be completed by mailer)</b>	
DuBois Regional Medical Center	
Street, Apt. No., or PO Box No.	
P.O. Box 447	
City, State, ZIP+4	
DuBois, PA 15801	

PS Form 3800, February 2000 For Reverse Side Postage Meter

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

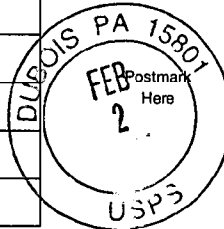
- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

7000 1670 0000 4731 6125

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.67



**Recipient's Name** (Please Print Clearly) (to be completed by mailer)  
Clearfield County Tax Claim Bureau  
Street, Apt. No., or PO Box No.  
230 East Market Street  
City, State, ZIP+4  
Clearfield, PA 16830

PS Form 3800, February 2004

See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

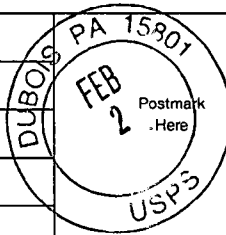
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

7000 1670 0000 4731 6132

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

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



**Recipient's Name** (Please Print Clearly) (to be completed by mailer)  
Beneficial Consumer Discount Co., dba  
Beneficial Mortgage Co. of Pennsylvania  
90 Beaver Drive, Suite 114C  
City, State, ZIP+4  
DuBois, PA 15801

PS Form 3800, February 2001

See Reverse for

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

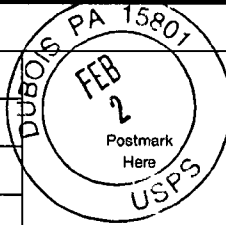
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

6985 1E6H 0000 4721 5869  
7000 1670 0000

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

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 2.67</b>



**Recipient's Name** (Please Print Clearly) (to be completed by mailer)  
Sandy Township Municipal Authority  
Street, Apt. No., or PO Box No. R.R.#3, Box 10A  
P.O. Box 267  
City, State, ZIP+4  
DuBois, PA 15801

PS Form 3800, February 2006

See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14922  
NO: 03-1142-CD

PLAINTIFF: S & T BANK  
vs.  
DEFENDANT: THOMAS LYLE SMITH AND IRVIN T. SMITH, JR.  
  
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/04/2003

LEVY TAKEN 01/05/2004 @ 11:15 AM

POSTED 01/05/2004 @ 11:15 AM

SALE HELD 02/03/2006

SOLD TO S & T BANK

SOLD FOR AMOUNT \$8,500.00 PLUS COSTS

WRIT RETURNED 02/24/2006

DATE DEED FILED 02/24/2006

PROPERTY ADDRESS RR #1, A/K/A 345 DODD ROAD PENFIELD , PA 15849

FILED  
01/31/2004  
FEB 24 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

01/05/2004 @ 11:15 AM SERVED THOMAS LYLE SMITH  
SERVED THOMAS LYLE SMITH, DEFENDANT, AT HIS RESIDENCE RR #1, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING  
TO THOMAS LYLE SMITH

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

01/20/2004 @ 2:50 PM SERVED IRVIN T. SMITH, JR.  
NOW, JANUARY 6, 2004 DEPUTIZED TIOGA COUNTY TO SERVE IRVIN T. SMITH, JR. TIOGA COUNTY SERVED IRVIN T. SMITH, JR. AT HIS  
RESIDENCE RR #1, BOX 53, TIOGA, TIOGA TWP., TIOGA CO., PENNSYLVANIA BY HANDING TO IRVIN T. SMITH, JR.

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

@ SERVED  
NOW, JANUARY 23, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED  
FOR FEBRUARY 6, 2004 TO MARCH 5, 2004.

@ SERVED  
NOW, MARCH 5, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR  
MARCH 5, 2004 TO MAY 7, 2004.

@ SERVED  
NOW, MAY 7, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE FOR MAY 7, 2004 DUE TO  
BANKRUPTCY FILING.

@ SERVED  
NOW, JANUARY 17, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY RELEASING THE AUTOMATIC STAY FOR  
BANKRUPTCY AND REQUESTING A NEW SALE DATE. A NEW SALE WAS SET FOR MARCH 4, 2005.

@ SERVED  
NOW, MARCH 4, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR  
MARCH 4, 2005 TO JUNE 3, 2005 DUE TO BANKRUPTCY FILING.

@ SERVED  
NOW, MARCH 10, 2005 RECEIVED A LETTER FROM THE DEFENDANT'S ATTORNEY ACHILLE, ELLERMEYER & FRENCH TO STAY THE  
SHERIFF SALE SCHEDULED FOR JUNE 3, 2005 DUE TO BANKRUPTCY FILING.

@ SERVED  
NOW, NOVEMBER 29, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY RELEASING THE FORECLOSURE  
PROCEEDINGS FROM BANKRUPTCY AND REQUESTING A NEW SALE BE SET. A NEW SALE WAS SET FOR FEBRUARY 3, 2006.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14922  
NO: 03-1142-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: THOMAS LYLE SMITH AND IRVIN T. SMITH, JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$441.88


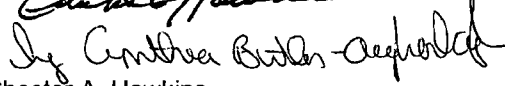
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

S & T BANK,	:	
Plaintiff,	:	No. 03 - 1142 C.D.
vs.	:	
	:	ACTION OF MORTGAGE
THOMAS LYLE SMITH and IRVIN T.	:	FORECLOSURE
SMITH, JR.,	:	
Defendants.	:	

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:  
(1) Fill out the attached claim form and demand for a prompt hearing. (2)  
Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemptions, you may lose some of

your property.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS.

To satisfy the judgment, interest and costs against THOMAS LYLE  
SMITH and IRVIN T. SMITH, JR., defendants

- (1) you are directed to levy upon the property of the defendant  
and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant  
not levied upon in the possession of \_\_\_\_\_  
(Name of Garnishee)  
as garnishee,

\_\_\_\_\_  
(Specifically describe property)  
and to notify the garnishee that

- (a) an attachment has been issued;
- (b) the garnishee is enjoined from paying any debt to or for  
the account of the defendant and from delivering any  
property of the defendant or otherwise disposing thereof;

(3) if property of the defendants not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

(a) Principal	\$104,549.10
(b) Interest from March 26, 2003, to May 30, 2003	1,529.59
(c) Late charges and fees	557.33
(d) Attorney's collection fee	<u>2,500.00</u>
(e) Costs and additional interest to be added	<u>\$109,136.02</u>

Received 11-4-03 @ 3:30 P.M.

Chester A. Kaufman

By ~~Arthur Butler~~ Arthur Butler

125.00 Prothonotary  
costs

WILLIAM A. SHAW, PROTHONOTARY:

By

William A. Shaw  
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines,  
uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME THOMAS LYLE SMITH

NO. 03-1142-CD

VOW, February 24, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on February 03, 2006, I exposed the within described real estate of Thomas Lyle Smith And Irvin T. Smith, Jr. to public venue or outcry at which time and place I sold the same to S & T BANK he/she being the highest bidder, for the sum of \$8,500.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.00
LEVY	15.00
MILEAGE	12.00
POSTING	15.00
CSDS	10.00
COMMISSION	170.00
POSTAGE	8.88
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	8,500.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	20.00
CONTINUED SALES	20.00
MISCELLANEOUS	170.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$611.88</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	102,917.31
INTEREST @ %	0.00
FROM 05/30/2003 TO 02/03/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	793.22
COST OF SUIT-TO BE ADDED	18,477.76
FORECLOSURE FEES	
ATTORNEY COMMISSION	3,881.84
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	4,072.76
PROPERTY INSPECTIONS	
INTEREST	13,416.61
MISCELLANEOUS	1,987.80
<b>TOTAL DEBT AND INTEREST</b>	<b>\$145,587.30</b>

**COSTS:**

ADVERTISING	3,136.39
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	400.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	611.88
LEGAL JOURNAL COSTS	973.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	160.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>5,441.77</b>
	<del>\$6,712.87</del>

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

CHESTER A. HAWKINS, Sheriff

**TIOGA COUNTY SHERIFF'S OFFICE**

Office Phone: 570-724-3491  
JOHN L. PERRY, SHERIFF  
116 MAIN STREET  
WELLSBORO, PENNSYLVANIA 16901

Prison Phone:  
570-724-5911

EDWARD S. MCCABE  
Chief Deputy

BRUCE CAHILLY  
Solicitor

**SHERIFF'S RETURN**

**P - 10-04**

S & T BANK

No: 03-1142 CD-CLEARFIELD COUNTY

PLAINTIFF

VS

Writ: WRIT OF EXECUTION & NOTICE OF SALE  
(MORTGAGE FORECLOSURE)

IRVIN T. SMITH JR.

DEFENDANT

NOW, January 20 , 2004 at 2:50 PM served the within

WRIT OF EXECUTION & NOTICE OF SALE (MORTGAGE FORECLOSURE)

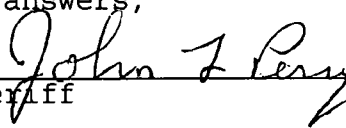
upon IRVIN T. SMITH JR.

at RR 1, BOX 53, TIOGA, TIOGA TWP., TIOGA CO., PA

by handing to HIM PERSONALLY

a true and attested copy of the original WRIT OF EXECUTION & NOTICE OF SALE  
(MORTGAGE FORECLOSURE)  
and made known to HIM the contents thereof.

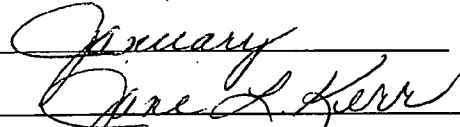
So answers,

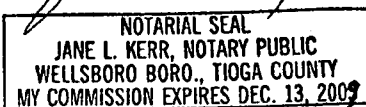
  
\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Deputy Sheriff

Sworn and Subscribed before me

this 21<sup>st</sup> day of

January 2004  
  
\_\_\_\_\_  
Jane L. Kerr





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S & T BANK

VS

THOMAS LYLE SMITH AND IRVIN T. SMITH, JR.

TERM & NO. 03-1142-CD

DOCUMENTS TO BE SERVED

NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY:**

ASAP

RECEIVED  
SHERIFF'S OFFICE  
TIOGA COUNTY, PA  
2004 JAN -8 P 1:05

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

**SERVE:** IRVIN T. SMITH, JR.

**ADDRESS:** R. R. #1, BOX 53, TIOGA, PA 16946

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF TIOGA COUNTY PENNSYLVANIA to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 6th Day of JANUARY 2004.

Respectfully,

  
CHESTER A. HAWKINS

**LAW OFFICES**  
**GLEASON, CHERRY AND CHERRY, L.L.P.**  
**P. O. Box 505**  
**DuBois, PENNSYLVANIA 15801-0505**  
**ONE NORTH FRANKLIN STREET**

TONI M. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1950-1990  
JAMES A. GLEASON  
1940-1975

AREA CODE 814  
371-5900  
FAX NUMBER  
(814) 371-0936

March 5, 2004

Via: Facsimile Transmission Only  
Facsimile No. 814-765-5915

Sheriff Chester A. Hawkins  
Office of the Sheriff  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830

**RE: S&T BANK vs. THOMAS LYLE SMITH and IRVIN T. SMITH, JR.**  
**Mortgage Foreclosure Action**  
**No. 03 - 1142 C.D**

Dear Sheriff Hawkins:

Please continue the Sheriff's Sale of the property which is the subject of the above-set forth Mortgage Foreclosure Action, which sale is scheduled for this morning at 10:00 a.m., and reschedule the same for the May sale, which we understand has been set for May 7, 2004.

Thank you.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Paula M. Cherry

PMC:baz

**LAW OFFICES**  
**GLEASON, CHERRY AND CHERRY, L.L.P.**  
**P. O. Box 505**  
**DuBois, PENNSYLVANIA 15801-0505**  
**ONE NORTH FRANKLIN STREET**

TONI M. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1950-1990  
JAMES A. GLEASON  
1946-1978

AREA CODE 814  
371-0500  
FAX NUMBER  
(814) 371-0936

January 23, 2004

Sheriff Chester A. Hawkins  
Office of the Sheriff  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830

**RE: S&T BANK vs. THOMAS LYLE SMITH and IRVIN T. SMITH, JR.**  
**Complaint in Mortgage Foreclosure**  
**No. 03 - 1142 C.D**

Dear Sheriff Hawkins:

It is our understanding that service of the Writ in the above-referenced Mortgage Foreclosure Action was not made on Defendant, Irvin T. Smith, Jr., until January 20, 2004, which is not within the required time period for the Sheriff's Sale to take place on February 6 as previously scheduled.

Accordingly, we would ask that you please stay the Sheriff's Sale in the above-referenced Mortgage Foreclosure Action and reschedule the same for March 5, 2004.

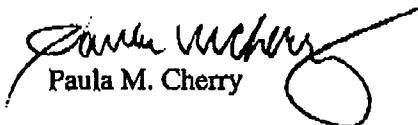
We understand that your office will notify the Defendants and the attorneys of the new date and time of the sale.

Should you have any questions, please feel free to contact us.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Paula M. Cherry

PMC:baz

LAW OFFICES  
**GLEASON, CHERRY AND CHERRY, L.L.P.**  
P.O. Box 505  
DuBois, PENNSYLVANIA 16801-0505  
ONE NORTH FRANKLIN STREET

TONI M. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1980-1990  
JAMES A. GLEASON  
1948-1975

AREA CODE 814  
371-8800  
FAX NUMBER  
(814) 371-0936

May 7, 2004

Via: Facsimile Transmission Only  
Facsimile No. 814-765-6089

Sheriff Chester A. Hawkins  
Office of the Sheriff  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830

RE: S&T BANK vs. THOMAS LYLE SMITH and IRVIN T. SMITH, JR.  
Mortgage Foreclosure Action  
No. 03 - 1142 C.D

Dear Sheriff Hawkins:

I understand from speaking with Cindy of your office this morning that you have received notification that Thomas Lyle Smith and his wife, Eileen, have filed bankruptcy proceedings. Accordingly, please stay the sale which is scheduled for this morning.

Thank you.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Paula M. Cherry

PMC:baz

LAW OFFICES  
**GLEASON, CHERRY AND CHERRY, L.L.P.**  
P.O. Box 505  
DuBois, PENNSYLVANIA 16801-0505  
ONE NORTH FRANKLIN STREET

TONI M. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1950-1990  
JAMES A. GLEASON  
1948-1975

AREA CODE 814  
371-8000  
FAX NUMBER  
(814) 371-0936

January 17, 2005

Via: Facsimile Transmission and  
United States First Class Mail

Office of the Sheriff  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830

Attention: CINDY

**RE: S&T BANK vs. THOMAS LYLE SMITH and IRVIN T. SMITH, JR.**  
**Mortgage Foreclosure Action**  
**No. 03 - 1142 C.D**

Dear Cindy:

This will confirm our telephone conversation during which we advised you that the bank is in receipt of an Order from the United States Bankruptcy Court granting release from the automatic stay so that it can proceed with the Mortgage Foreclosure Action.

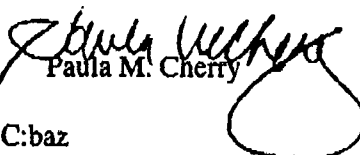
Would you please reschedule the sale date and proceed to re-advertise and take any additional steps necessary to proceed with the sale.

Enclosed is a copy of the Order on Motion for Relief from the Automatic Stay for your records.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Paula M. Cherry

PMC:baz

Enclosure

**LAW OFFICES**  
**GLEASON, CHERRY AND CHERRY, L.L.P.**  
**P.O. Box 505**  
**DuBois, PENNSYLVANIA 15801-0505**  
**ONE NORTH FRANKLIN STREET**

TONI N. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1980-1980  
JAMES A. GLEASON  
1946-1978

AREA CODE 814  
371-4800  
FAX NUMBER  
(814) 371-0936

March 4, 2005

Via: Facsimile Transmission  
as well as Hand Delivery

Sheriff Chester A. Hawkins  
Office of the Sheriff  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830

Attention: CINDY

**RE: S&T BANK vs. THOMAS LYLE SMITH and IRVIN T. SMITH, JR.**  
**Mortgage Foreclosure Action**  
**No. 03 - 1142 C.D**

Dear Sheriff Hawkins:

This will confirm our telephone conversation with Cindy during which we requested that the Sheriff's Sale in the above-set forth case scheduled for 10:00 a.m. this morning be continued until June 3, 2005, due to the fact that one of the Defendants has filed bankruptcy proceedings.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

*Thank you*  
By *Paula M. Cherry*  
Paula M. Cherry

PMC:baz

# Achille, Ellermeyer & French

Attorneys At Law

John G. Achille\*  
Joseph H. Ellermeyer  
Stephen W. French\*\*

379 Main Street  
Brookville, PA 15825

(814)849-6701 voice  
(814)849-2889 fax

\*Also NJ Bar

\*\*Also CPA

March 10, 2005

Paula M. Cherry, Esquire  
Gleason, Cherry and Cherry, LLP  
One North Franklin Street  
DuBois, PA 15801

Cynthia Butler-Aughenbaugh, Office Manager  
Clearfield County Sheriff's Office  
One North Second Street, Suite 116  
Clearfield, PA 16830

RE: Thomas L. Smith and Eileen M. Smith  
Bankruptcy No. 05 - 70409

Dear Ladies:

As your files should reflect, I represent Thomas and Eileen Smith relative to a Chapter 13 Bankruptcy filed in the Western District of Pennsylvania on March 3, 2005, docketed at No. 05 - 70409.

My clients have presented at my office with correspondence received from Ms. Butler-Aughenbaugh rescheduling a Sheriff's Sale on their residence for June 3, 2005. As you are aware, with the filing of my clients' bankruptcy an automatic stay became effective, including the pending mortgage foreclosure action. Therefore, it is our position that the rescheduling of the Sheriff's Sale after written notification of the bankruptcy is, indeed, a violation of the automatic stay.

Please confirm in writing that the Sale has been canceled or I will bring your actions to the attention of the Court requesting that sanctions including attorney's fees be brought against you and/or your client for your direct violation of the Bankruptcy Code.

Further, my clients will have no responsibility whatsoever, under any circumstance, for any additional costs or attorneys fee generated by your actions.

Very truly yours,



Joseph H. Ellermeyer

JHE/ch

EDWARD V. CHERRY  
1980-1990  
JAMES A. GLEASON  
1946-1975

ONE NORTH FRANKLIN STREET

FAX NUMBER  
(814) 371-0838

November 29, 2005

Via: Facsimile Transmission Only  
Facsimile No. 814-765-5915

Sheriff Chester A. Hawkins  
Office of the Sheriff  
Clearfield County Courthouse  
1 North 2<sup>nd</sup> Street  
Suite 116  
Clearfield, PA 16830

Attention: CINDY

RE: **S&T BANK vs. THOMAS LYLE SMITH and IRVIN T. SMITH, JR.**  
**Mortgage Foreclosure Action**  
**No. 03 - 1142 C.D**

Dear Sheriff Hawkins:


As we advised Cindy over the telephone, we have received notification from S&T Bank that the property which is the subject of the Mortgage Foreclosure proceedings entered to the above-captioned case has now been released from automatic stay and accordingly, we hereby request that you reschedule the Sheriff's Sale as soon as possible and re-advertise the new sale date.

Would you please let me know as soon as the sale date has been scheduled so that I may advise the bank accordingly.

Thanking you and Cindy for your kind assistance in this matter and looking forward to hearing from you, I remain

Very truly yours,  
GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Paula M. Cherry

PMC:baz

cc: Robert R. French, Vice President, S&T Bank, Resource Recovery Department