

03-1756-CD
WILLIAM R. THORP, et al. vs. ROBERT L. GORMONT, Jr. et al.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

William T. Thorp
(Plaintiff)

(Street Address)

(City, State ZIP)

CIVIL ACTION

No. 2003-1756-CD

Type of Case: JUDGMENT

Type of Pleading: Satisfaction of
Judgment

Filed on Behalf of:

VS.

Robert L. Gormont
(Defendant)

Rachelle A. Gormont
(Street Address)

Wm T. Thorp
(Plaintiff) Defendant

(City, State ZIP)

Andrew P. Gates Esq
(Filed by)

Gates & Seaman
(Address) PO BOX 846 CLEDPA 16830

814 765-1766
(Phone)

Andrew P. Gates, Esq
(Signature)

FILED NO CC
01346400
OCT 26 2005 Atty pd 7:00
William A. Shaw & Certificate of
Prothonotary/Clerk of Courts Sat. to Atty
④

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

William T. Thorp
Plaintiff(s)

No.: 2003-01756-CD

Real Debt: \$25,150.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert L. Gormont
Rachelle A. Gormont
Defendant(s)

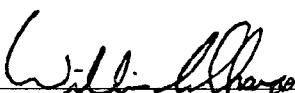
Entry: \$20.00

Instrument: Judgment

Date of Entry: November 24, 2003

Expires: November 24, 2008

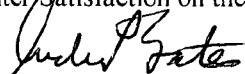
Certified from the record this 24th day of November, 2003



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on October 5, 2005, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney for William T. Thorp
Trustee for Penn-German Coal Co., Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01756-CD

William T. Thorp
Penn-Grampian Coal Company

Debt: \$25,150.00

Vs.

Atty's Comm.:

Robert L. Gormont
Rachelle A. Gormont

Interest From:

Cost: \$7.00

NOW, Wednesday, October 26, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 26th day of October, A.D. 2005.

Prothonotary

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

FILED

NOV 24 2003

William A. Shaw
Prothonotary

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

WILLIAM T. THORP, Trustee for :
PENN-GRAMPIAN COAL COMPANY, :
Plaintiff :
: :
vs. : No. 03- -CD
: :
ROBERT L. GORMONT, JR. :
and RACHELLE A. GORMONT, :
Defendants :
:

COMPLAINT

Plaintiff files this Complaint pursuant to Pa. R.C.P. No. 2951(b) for judgment by confession and avers the following:

1. Plaintiff, WILLIAM T. THORP, Trustee for PENN-GRAMPIAN COAL COMPANY, is an adult individual who resides at and has a mailing address of 178 Nellie's Road, Grampian (Clearfield County), Pennsylvania, 16838.

2. Defendant, ROBERT L. GORMONT, JR., is an adult individual, who resides at R. D. # 1, Box 277, Woodland (Clearfield County), Pennsylvania 16881.

3. Defendant, RACHELLE A. GORMONT, is an adult individual, who resides at R. D. # 1, Box 277, Woodland (Clearfield County), Pennsylvania 16881.

4. Attached as Exhibit "A" is a true and correct copy of a Mortgage Note dated August 21, 2001, executed by both Defendants, under which Plaintiff provided Defendants with the sum of \$22,500.00 which Defendants promised to repay as follows:

at ten (10%) per cent per annum payable at the rate of \$4,000.00 per year for four (4) years and a final payment of \$10,000.00 for one (1) year, with first

payment being on the anniversary date of conveyance or August 21, 2002, and subsequent payments on each anniversary date thereafter until payment is made in full, and any balance of principal or interest remaining unpaid on August 21, 2006, shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding five per cent (5%) of any such overdue payment as compensation for the additional service resulting from the default; all payments to be made at Clearfield, Pennsylvania or elsewhere as shall be directed by any holder hereof.

5. The Mortgage Note of August 21, 2001 referred to in the preceding paragraph between Plaintiff and Defendants, contains a confession of judgment provision which provides that upon Defendants failure to comply with any of the terms and conditions of the Note (which necessarily includes the repayment provisions), Defendants then empowered any attorney of any Court of record within the United States of America to appear for them to confess judgment against them for the unpaid balance of the principal debt, together with the unpaid interest due thereon at the rate of 10% per cent, per annum, together with costs of suit, and a ten (10%) percent, attorney's commission.

6. The judgment to be entered hereunder by confession is not being entered against the Defendants, Robert L. Gormont, Jr. and Rachelle A. Gormont, in connection with a consumer credit transaction, nor does the same arise out of a retail installment sale, contract or account subject to the provisions of the "Goods and Services Installment Sale Act", as

amended. (See 69 P.S. §1101 et seq).

7. The Mortgage Note of August 21, 2001 referred to in Paragraph 4 hereof has not been assigned by Plaintiff.

8. No judgment has been entered against the named Defendants in any court of record pursuant to the warrant of attorney provisions set forth in the aforementioned Mortgage Note of August 21, 2001 as referenced in Paragraph 4 hereof.

9. Defendants, Robert L. Gormont, Jr. and Rachelle A. Gormont, are in default under the terms of the aforementioned Mortgage Note of August 21, 2001 since they have not paid the \$4,000.00 installments due on August 21, 2002 and on August 21, 2003, respectively.

10. Pursuant to the Warrant of Attorney to Confess Judgment authority as set forth in the aforementioned Mortgage Note of August 21, 2001, Plaintiff demands judgment be entered against Defendants, Robert L. Gormont, Jr. and Rachelle A. Gormont, for:

a. Principal Amount due under the Mortgage Note of August 21, 2001	\$22,500.00
b. Late charges for nonpayment of August 21, 2002 and August 21, 2003, installments	\$ 400.00
c. Attorney's commission (at the rate of 10%) pursuant to the Warrant of Attorney appearing in said Mortgage Note of August 21, 2001	\$ 2,250.00

TOTAL	\$25,150.00
d. Plus Interest at the rate of 10% per annum on the unpaid principal balance from August 21, 2001	

WHEREFORE, Plaintiff, William T. Thorp, Trustee for the Penn-Grampian Coal Company, demands judgment in his favor in the sum of \$25,150.00 be entered against Defendants, Robert L. Gormont, Jr. and Rachelle A. Gormont, as authorized by the Warrant of Attorney appearing in the aforementioned Mortgage Note of August 21, 2001, plus costs and interest under the terms of the aforementioned Mortgage Note at the rate of 10% per annum on the unpaid balance from August 21, 2001 to date said judgment and indebtedness is paid in full.

GATES & SEAMAN
By:



Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: November 24, 2003

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Mortgage Note

\$ 22,500.00

Clearfield, Pennsylvania

August 21, 2001

For Value Received, we, ROBERT L. GORMONT, JR. and RACHELLE A. GORMONT, husband and wife,

promises to pay to the order of WILLIAM T. THORP, TRUSTEE FOR PENN GRAMPIAN COAL COMPANY, Clearfield, Pennsylvania, his heirs or assigns, in lawful money of the United States of America, the sum of

Twenty-two Thousand Five Hundred and 00/100 Dollars (\$ 22,500.00) and any additional moneys loaned or advanced by any holder hereof as hereinafter provided, as follows:

at ten (10%) per cent per annum payable at the rate of \$4,000.00 per year for four (4) years and a final payment of \$10,000.00 for one (1) year, with first payment being on the anniversary date of conveyance or August 21, 2002, and subsequent payments on each anniversary date thereafter until payment is made in full.

and any balance of principal or interest remaining unpaid on August 21, 2006, x18 shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding 5% (5%) of any such overdue payment as compensation for the additional service resulting from the default; all payments to be made at

Clearfield

Pennsylvania or elsewhere as shall be directed by any holder hereof. This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms of said Mortgage, and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage, the entire unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, costs of suit and an attorney's commission for collection (ten per cent 10%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

This note is secured by a Mortgage of even date herewith upon real estate described therein.

Witness the due execution hereof the day and year first above written.

Witnessed by:

Robert L. Gormont, Jr. (SEAL)
Robert L. Gormont, Jr.

Rachelle A. Gormont (SEAL)
Rachelle A. Gormont

(SEAL)

(SEAL)

Guaranty and Suretyship Agreement

For Value Received and intending to be legally bound, the Undersigned does hereby unconditionally guarantee and become surety for the due and punctual payment of each installment of principal of and interest on the within Mortgage Note as and when each said installment shall respectively become due and payable in accordance with the terms thereof, whether at maturity or by declaration, acceleration or otherwise, as well as all additional loans or advances and all other sums paid by any holder of said Note to or on behalf of the maker thereof pursuant to the terms of said Note or the Mortgage securing the same.

The Undersigned hereby waives any presentment for payment, notice of nonpayment, demand or protest, declares that this obligation is absolute and unconditional, and agrees that it shall not be released by any extension of time for payment or by any other matter or thing whatsoever whereby the Undersigned as absolute guarantor and surety otherwise would or might be released.

In case default be made for the space of thirty (30) days in the payment of any sums due under said Mortgage Note, the Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder thereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder thereof to or on behalf of the maker of said Mortgage Note pursuant to the terms thereof or of the Mortgage securing the same, together with interest thereon, costs of suit and an attorney's commission for collection of per cent (%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

These presents shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee of said Mortgage Note, heirs and assigns. If executed by more than one person, this obligation and the undertakings hereunder shall be joint and several.

Witness the due execution hereof this

day of

, 19

Witnessed by:

(SEAL)

(SEAL)

**Mortgage
Note**

FROM

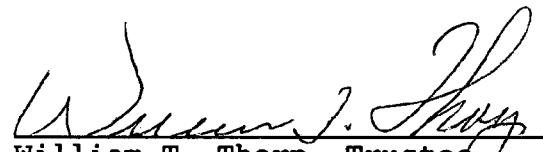
ROBERT L. GORMONT, JR. and
RACHELLE A. GORMONT, husband
and wife

TO

WILLIAM T. THORP, TRUSTEE
FOR PENN-GRAMPIAN COAL
COMPANY

V E R I F I C A T I O N

I, WILLIAM T. THORP, Trustee for Penn-Grampian Coal Company, Plaintiff, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



William T. Thorp, Trustee,
for Penn-Grampian Coal Company

Date: Nov. 24, 2003

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL ACTION - LAW

NO. 03 - -CD

WILLIAM T. THORP, Trustee
for PENN-GRAMPIAN COAL
COMPANY, Plaintiff

vs.

ROBERT L. GORMONT, JR. and
RACHELLE A. GORMONT,
Defendants

COMPLAINT IN CONFESSION OF
JUDGMENT

NOV 24 2003

William T. Shaw
Plaintiff

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

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

WILLIAM T. THORP, Trustee for :
PENN-GRAMPIAN COAL COMPANY, :
Plaintiff :
vs. : No. 03-1756 -CD

ROBERT L. GORMONT, JR. :
and RACHELLE A. GORMONT, :
Defendants :

TO: Rachelle A. Gormont
R. D. # 1, Box 277
Woodland, PA 16881

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on November _____, 2003, in the amount of \$25,150.00, plus interest at the rate of 10% per annum on the unpaid principal balance from August 21, 2001.

William A. Shaw, Prothonotary

By William A. Shaw
Deputy

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

WILLIAM T. THORP, Trustee for	:	
PENN-GRAMPIAN COAL COMPANY,	:	
Plaintiff	:	
vs.	:	No. 03- 1756 -CD
ROBERT L. GORMONT, JR.	:	
and RACHELLE A. GORMONT,	:	
Defendants	:	

TO: Robert L. Gormont, Jr.
R. D. # 1, Box 277
Woodland, PA 16881

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on November , 2003, in the amount of \$25,150.00, plus interest at the rate of 10% per annum on the unpaid principal balance from August 21, 2001.

William A. Shaw, Prothonotary
By William A. Shaw
Deputy

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

WILLIAM T. THORP, Trustee for PENN-GRAMPIAN COAL COMPANY,	Plaintiff	:	
vs.		:	
ROBERT L. GORMONT, JR. and RACHELLE A. GORMONT,	Defendants	:	
TO: Rachelle A. Gormont R. D. # 1, Box 277 Woodland, PA 16881		No. 03-	-CD

Instructions to debtor regarding procedure to follow to stike judgment, or said debtor may be entitled to cost of reasonable attorney's fees should said debtor have been incorrectly identified, as required by 42 Pa. C.S.A. §2737.1

NOTICE OF DEFENDANT'S RIGHTS

Judgment in the amount of \$25,150.00 has been entered against you in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment provision contained in a written agreement or other paper allegedly signed by you.

You may have legal rights to have said judgment stricken under one of the grounds set forth in Pa. R.C.P. Rule 2959. A copy of said Rule is attached hereto and made a part hereof as Exhibit "A".

Furthermore, pursuant to 42 Pa. C.S.A. §2737.1 should you have been incorrectly identified in the confession of judgment proceedings, you may be entitled to costs and reasonable attorney's fees as determined by the Court.

IT IS IMPORTANT THAT YOU ACT PROMPTLY. IF YOU DO NOT, IT MAY BE TOO LATE
TO: (1) CHALLENGE THE CONFESSION OF JUDGMENT, and/or ((ii) TO REGAIN YOUR
PROPERTY IF YOU WAIT UNTIL AFTER THE PROPERTY HAS BEEN SOLD BY THE
SHERIFF OR TURNED OVER TO THE PLAINTIFF.

YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PROMPTLY
PRESENT IT TO A JUDGE OR, YOU MAY LOSE YOUR RIGHTS.

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

David S. Meholic, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641



Andrew P. Gates, Esquire, Attorney for Plaintiff
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Rule 2959. Striking Off or Opening Judgment; Pleadings; Procedure

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

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

(i) in support of a further request for a stay of execution where the court has not stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Rule 2958.3 or Rule 2973.3.

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

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

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

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

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

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

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

William T. Thorp
Plaintiff(s)

No.: 2003-01756-CD

Real Debt: \$25,150.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert L. Gormont
Rachelle A. Gormont
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: November 24, 2003

Expires: November 24, 2008

Certified from the record this 24th 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

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

WILLIAM T. THORP, Trustee for :
PENN-GRAMPIAN COAL COMPANY, :
Plaintiff :
: vs. : No. 03- -CD
: :
ROBERT L. GORMONT, JR. :
and RACHELLE A. GORMONT, :
Defendants :
:

CONFESION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the complaint filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against Defendants as follows:

a. Principal Amount due under Mortgage Note of August 21, 2001	\$22,500.00
b. Late charges for nonpayment of August 21, 2002 and August 21, 2003 installments	\$ 400.00
c. Attorney's Commission (at the rate of 10%) pursuant to the Warrant of Attorney appearing in said Mortgage Note of August 21, 2001	\$ 2,250.00
<hr/>	
TOTAL	\$25,150.00
d. Plus Interest at the rate of 10% per annum on the unpaid principal balance from August 21, 2001	



Attorney for Defendants

FILED

NOV 24 2003

William A. Shaw
Prothonotary

SUBORDINATION OF JUDGMENT

03-1756-CD

KNOWN ALL MEN BY THESE PRESENTS, that WILLIAM T. THORP,
TRUSTEE FOR PENN-GRAMPIAN COAL COMPANY, of 178 Nellie's Road,
Grampian, Pennsylvania, for a valuable consideration to him in
hand paid, the receipt whereof is hereby acknowledged, hereby
agrees that the judgment filed by him against ROBERT L. GORMONT,
JR. and RACHELLE A. GORMONT, and filed in the Office of the
Prothonotary for Clearfield County to No. 03-1756-CD against
premises situate in the Township of Bradford, County of
Clearfield, Pennsylvania, located at 5272 Allport Cutoff,
Woodland, PA 16881, and more particularly described as Exhibit "A"
attached hereto and which said judgment constitutes a lien upon
the premises described herein shall be subordinate in lien,
priority, and distribution to a certain mortgage upon said
premises which is to be given to Clearfield Bank & Trust Company,
which is organized and existing under the laws of Pennsylvania
with an office at 11 North Second Street, Clearfield, Pennsylvania
16830, said mortgage being in the amount of Seventy-Four Thousand
(\$74,000.00) Dollars, given by Robert L. Gormont, Jr. and Rachelle
A. Gormont being recorded in Office of the Recorder of Deeds in
and for said County of Clearfield as Instrument No. 2004 01320.
The judgment shall in all respects be a second lien upon the
premises.

FILED

JAN 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN WITNESS WHEREOF, we have hereunto set our hands and
seals this 27th day of January, 2004.

ATTEST:

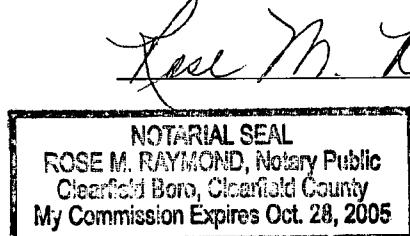
PENN-GRAMPIAN COAL COMPANY

By William T. Thorp
William T. Thorp, Trustee

COMMONWEALTH OF PENNSYLVANIA *
* ss.
COUNTY OF CLEARFIELD *

NOW this 27th day of January, 2004, before me, the
undersigned officer, personally appeared WILLIAM T. THORP, Trustee
of Penn-Grampian Coal Company, known to me (or satisfactorily
proved) to be the person whose name is subscribed to the within
instrument, and acknowledged that he executed the same for the
purposes contained therein.

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



ALL of their right, title, and interest to that piece of property located in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner on the Southwestern point of land now or formerly of Robert English, which point is along the right-of-way of State Highway Route No. 153; thence North three hundred sixty-three (363) feet along said line of property of the same Robert English to a stone corner on lands now or formerly of Ernest S. Jury and Oma Jury; thence West one hundred twenty (120) feet along lands now or formerly of Ernest S. Jury and Oma Jury to a stone corner on lots now or formerly of Clifford Waple; thence South along line of lands of said Clifford Waple three hundred sixty-three (363) feet to a stone corner at the line of right-of-way of State Highway No. 153; thence East one hundred twenty (120) feet along said right-of-way to place of beginning. Containing approximately one (1) acre more or less.

BEING the same premises conveyed to the Mortgagors herein by deed of Robert L. Gormont, Jr. and Rachelle A. Gormont dated April 22, 1994 and recorded in Clearfield County Deed and Record Book 1600, page 168.

CLERARFIELD, PENNSYLVANIA 16830
P.O. BOX 552
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

FILED
JAN 28 2004
16 cc
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

William T. Thorp, Trustee for:

Penn-Grampian Coal Company :
Plaintiff (s) : No. 03-1756-CD

vs :
Robert L. Gormont, Jr. and :
Rachelle A. Gormont : Filed on behalf of _____

Defendant (s) :
: Type of Pleading Partial Release of Judgment Lien

: Filed by:
: Unlimited Real Estate Services, Inc.
: 331 East Market Street
: Clearfield, PA 16830
: (814) 765-6791

FILED @
07/11/2005 PM
AUG 18 2005 NOCC

William A. Shaw ~~AP~~ Unlimited
Prothonotary/Clerk of Courts pd. 7.00

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

WILLIAM T. THORP, Trustee for :
PENN-GRAMPIAN COAL COMPANY, :
Plaintiff :
vs. : No. 03- 1756 -CD
ROBERT L. GORMONT, JR. :
and RACHELLE A. GORMONT, :
Defendants :

PARTIAL RELEASE OF JUDGMENT LIEN

WHEREAS, on November 24, 2003, judgment was entered in the amount of \$25,150.00 in favor of William T. Thorp, Trustee for PENN-GRAMPIAN COAL COMPANY, and against ROBERT L. GORMONT and RACHELLE A. GORMONT, in the Court of Common Pleas of Clearfield County, to No. 2003-01756-CD ("judgment); and

WHEREAS, ROBERT L. GORMONT a/k/a ROBERT L. GORMONT, JR. was a joint owner of the following property situate in Clearfield County at the time of entry of the judgment:

ALL that certain lot or piece of ground situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

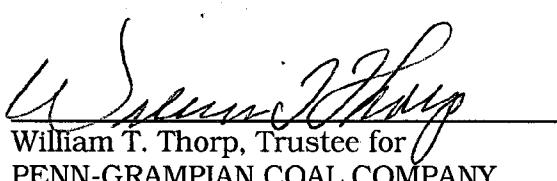
BEGINNING at a corner of lot on the Mill road, now known as Race Street, and extending along said Race Street South thirty-three (33) degrees twenty-four (24) minutes East a distance of forty (40) feet to iron pin and corner of Lot No. 3, now or formerly Grover B. and Jennie E. Clark; thence along line of Lot No. 3 North fifty-five (55) degrees thirty-six (36) minutes East one hundred seventy-six and nine tenths (176.9) feet to an iron pin at alley; thence along said alley North thirty-four (34) degrees twelve (12) minutes West forty (40) feet to iron pin and corner of Lot No. 1, now or formerly Sol E. & Gladys M. Novey; thence along the line of Lot No. 1 South fifty-five (55) degrees thirty-six (36) minutes West one hundred seventy-five (175) feet to iron pin on the Mill Road, now known as Race Street, and place of beginning. Being Lot No. 2 in the plan of lots of D. R. Woolridge in Lawrence Township adjacent to the Third Ward of Clearfield Borough. Being identified in the Clearfield County Mapping and Assessment Office as Map No. 123-K08-251-00071; and

WHEREAS, the judgment presently operates as a lien on the above-described property of ROBERT L. GORMONT a/k/a ROBERT L. GORMONT, JR.

NOW, THEREFORE, at the instance and request of ROBERT L. GORMONT a/k/a ROBERT L. GORMONT, JR., and in consideration of the sum of FOUR THOUSAND (\$4,000.00) DOLLARS, receipt of which is hereby acknowledged, and intending to be legally bound, WILLIAM T. THORP, Trustee for Penn Grampian Coal Company, does, for himself, his heirs, executors and administrators and on behalf of Penn Grampian Coal Company, covenant, promise, and agree with ROBERT L. GORMONT, a/k/a ROBERT L. GORMONT, JR., his heirs and assigns, that he will not attach or levy upon, sell or dispose of, claim or demand the above-described property, in or as a result of the judgment, or assert or claim any estate therein; and further releases the lien of the judgment only on the above-described property, in order that ROBERT L. GORMONT, a/k/a ROBERT L. GORMONT, JR., his heirs and assigns, shall and may hereafter hold, own, and possess the above-described property free and clear from the judgment; provided, however, that nothing herein contained shall invalidate the lien or security of the judgment upon any other property of ROBERT L. GORMONT and RACHELLE A. GORMONT, in Clearfield County or elsewhere.

IN WITNESS WHEREOF, I have set my hand and seal this 18th day of August, 2005.


Witness


William T. Thorp, Trustee for
PENN-GRAMPIAN COAL COMPANY

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

: SS:

:

On this, the 18th day of August, 2005, before me, the undersigned officer, personally appeared WILLIAM T. THORP, Trustee for PENN-GRAMPIAN COAL COMPANY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Partial Release of Judgment Lien, and acknowledged that he executed the same for the purpose therein contained.

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



My Commission Expires:

