

03-1756-CD  
WILLIAM T. THORP, etal. vs. ROBERT L. GORMONT, Jr. etal.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WILLIAM T. THORP  
(Plaintiff)

CIVIL ACTION

No. 2003-1756-CD

\_\_\_\_\_  
(Street Address)

Type of Case: JUDGMENT

\_\_\_\_\_  
(City, State ZIP)

Type of Pleading: Substantive of Judgment

Filed on Behalf of:

VS.

Robert L. Gormont  
(Defendant)

Wm T. Thorp  
(Plaintiff) Defendant

Rachelle A. Gormont  
(Street Address)

\_\_\_\_\_  
(City, State ZIP)

Andrew P. Gates Esq  
(Filed by)

Gates & Seaman  
(Address) PO BOX 846 CLEED PA 16830

814 765-1766  
(Phone)

**FILED** <sup>no cc</sup>

03:46 PM  
OCT 26 2005 Att'y pd. 7.00

William A. Shaw 2 Certificate of  
Prothonotary/Clerk of Courts Sat. to Att'y

Ⓢ

Andrew P. Gates, Esq  
(Signature)

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)

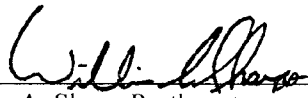
Entry: \$20.00

Instrument: Judgment

Date of Entry: November 24, 2003

Expires: November 24, 2008

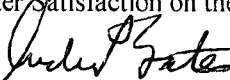
Certified from the record this 24th day of November, 2003

  
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-Grampian Coal  
Co., Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

**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

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

vs.

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

No. 03-1756 -CD

Type of Case: Civil

Type of Pleading: COMPLAINT IN  
CONFESSION OF JUDGMENT

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates, Esquire

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

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
		<hr/>
	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,

(hereinafter called "the Undersigned")

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, x10  
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 per cent  
(5%) of any such overdue payment as compensation for the additional service resulting from the default; all pay-  
ments 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 (often per cent 10%) of the total indebtedness or \$200, which-  
ever 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)  
Rachelle A. Gormont (SEAL)  
(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

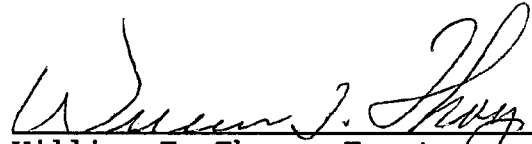
ROBERT L. GORMONT, JR. and  
RACHELLE A. GORMONT, husband  
and wife

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.

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

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

FILED

NOV 24 2003

William A. Shaw  
Prothonotary

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.

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

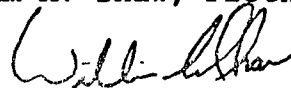
No. 03-1756 -CD

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



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

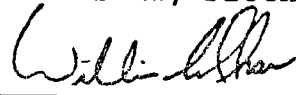
No. 03- 1756 -CD

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



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

No. 03- -CD

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

**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".

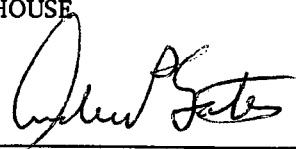
Furthermore, pursuant to 42 Pa. C.S.A. §2737.1 should you have been incorrectly identified in the confession of judgment proceedings, you may be entitled to costs and reasonable attorney's fees as determined by the Court.

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 BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, 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	:		

CONFESSION OF JUDGMENT

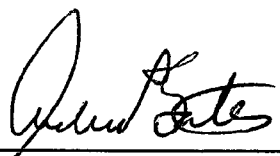
Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the complaint filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against Defendants as follows:

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

FILED

NOV 24 2003

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
Attorney for Defendants

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 27<sup>th</sup> day of January, 2004.

ATTEST:

PENN-GRAMPIAN COAL COMPANY

By

William T. Thorp  
William T. Thorp, Trustee

COMMONWEALTH OF PENNSYLVANIA

\*

\*

ss.

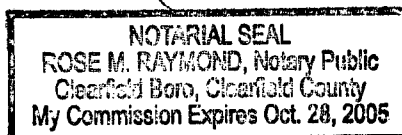
\*

COUNTY OF CLEARFIELD

NOW this 27<sup>th</sup> 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.

Rose M. Raymond



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.

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

Lap over margin

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**  
JAN 28 2004  
pd 7:00  
NCC

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 :

Defendant(s) :

Filed on behalf of \_\_\_\_\_

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** @

07/11:20 um

AUG 18 2005 Noce

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

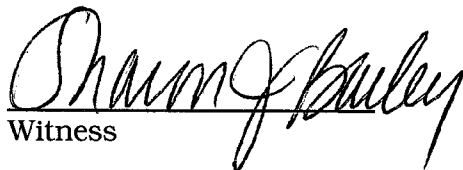
ALL that certain lot or piece of ground situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

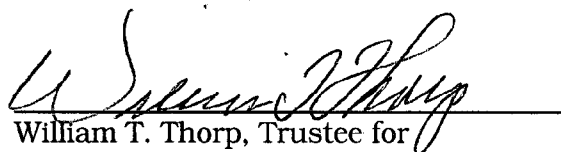
BEGINNING at a corner of lot on the Mill road, now known as Race Street, and extending along said Race Street South thirty-three (33) degrees twenty-four (24) minutes East a distance of forty (40) feet to iron pin and corner of Lot No. 3, now or formerly Grover B. and Jennie E. Clark; thence along line 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

:  
: SS:  
:

COUNTY OF CLEARFIELD

On this, the 18<sup>th</sup> 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.

Sharon J. Bailey

My Commission Expires:

