

03-1828-CD
CLEARFIELD BANK AND TRUST COMPANY vs. MICHAEL C. STYERS, et al.

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

CLEARFIELD BANK AND TRUST : No. 03-1828-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
MICHAEL C. STYERS and SHEILA S. : Filed on Behalf of: Plaintiff
STYERS, husband and wife, and MICHAEL :
STYERS TRUCKING, INC. both :
individually, jointly and severally and TIGER :
DEVELOPMENT GROUP, INC., :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

NOTICE TO DEFEND

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
Clearfield, PA 16830
(814) 765.2641

FILED

DEC 11 2003

William A. Shaw
Prothonotary/Clerk of Courts

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COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171, Clearfield, Pennsylvania 16830.

2. The Defendants are MICHAEL C. STYERS and SHEILA S. STYERS, husband and wife, and MICHAEL C. STYERS TRUCKING, INC. both individually, jointly and severally residing at 78 Stonehouse Road, Le Contes Mills, Pennsylvania 16850 ("Styers") and TIGER DEVELOPMENT GROUP, INC. c/o Jeremy Gastiger, 206 E. Southey Avenue, Altoona, Pennsylvania 16602.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants, dated September 12, 2001, in the principal amount of **\$77,100.00** a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded in Clearfield County Instrument No. 200114992 on September 21, 2001.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Township of Girard, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants, the sum of \$77,100.00 as set forth in Promissory Note dated September 12, 2001. A true and correct copy of the said Note is attached hereto and marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due September 12, 2002, and subsequent monthly installments due since.

7. The Defendants further executed a Guaranty date September 12, 2001, and are responsible for payment of the Mortgage thereunder. A true and correct copy of the said Guaranty is attached hereto and marked Exhibit "D".

8. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated December 27, 2002, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "E".

8. That TIGER DEVELOPMENT COMPANY subsequently purchased the property shown in Exhibit A as parcel 2 which is subject to the Mortgage of the Plaintiff.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

10. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

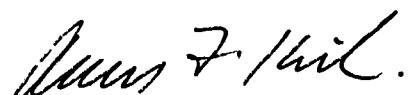
10. The amounts due and owing under the terms of the said Mortgage are as follows:

| | | |
|--------------------|---|--------------------|
| (a) | Principal Balance | \$ 68,931.03 |
| (b) | Interest per diem of 17.71144 from 9/12/02 to 10/31/03 | \$ 7,423.06 |
| (c) | Late Charges | \$ 729.75 |
| (d) | Satisfaction Fee | \$ 18.50 |
| (e) | Attorney Collection Fee | <u>\$ 6893.10</u> |
| FINAL TOTAL | | \$83,995.44 |

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$ 83,995.44** plus interest at 9.25%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date: 10-04-03



Alan F. Kirk, Esquire
Attorney for Plaintiff

VERIFICATION

I, WILLIAM A. SHINER, Senior Vice President and Secretary of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner
William A. Shiner, Senior Vice President
and Secretary

Date: 12/11/03



Commonwealth of Pennsylvania

Space Above This Line For Recording Data

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is SEPTEMBER 12, 2001 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: MICHAEL C STYERS

SHEILA S STYERS

1109 DAISY ST

CLEARFIELD PA 16830

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY

11 N. SECOND ST, P O BOX 171

CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

SEE ATTACHED DESCRIPTIONS

The property is located in CLEARFIELD at

(County)

P. O. BOX 144, FRENCHVILLE, Pennsylvania 16836
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 77,100.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Mortgagor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
 However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.
- 11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

FIRST THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the center line of Township Road T-635, a 33 foot right-of-way, with the Southern right-of-way line of Pennsylvania State Route SR-0879, said point being the Northwest corner of the parcel herein conveyed and running; thence along the center line of Township Road T-635, the following courses and distances: South twelve degrees twenty-seven minutes thirty-two seconds West (S 12° 27' 32" W), a distance of 178.87 feet to a point; South sixteen degrees, forty-eight minutes thirteen seconds West (S 16° 48' 13" W), a distance of 156.08 feet to a point; South thirty-three degrees, fifty-eight minutes two seconds West (S 33° 58' 02" W), a distance of 152.65 feet to a point; South fifty-eight degrees twenty-five minutes fifty-one seconds West (S 58° 25' 51" W), a distance of 130.26 feet to a point; South seventy-two degrees thirty-nine minutes twenty-nine seconds West (S 72° 39' 29" W), a distance of 136.84 feet to a point; South seventy-six degrees thirty-nine minutes seventeen seconds West (S 76° 39' 17" W), a distance of 75.36 feet to a point; thence through lands of the Grantor for a new line and along the western line of Lot Number 2 North zero degrees forty-nine minutes eight seconds West (N 00° 49' 08" W) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 595.09 feet to a $\frac{3}{4}$ " rebar (set), said rebar being on the Southern right-of-way of Pennsylvania State Route SR-0879; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 the following courses and distances: South eighty-seven degrees, fifteen minutes forty-five seconds East (S 87° 15' 45" E), a distance of 118.63 feet to a $\frac{3}{4}$ " rebar (set); South eighty-eight degrees forty-two minutes six seconds East (S 88° 42' 06" E), a distance of 223.57 feet to a $\frac{3}{4}$ " rebar (set); South eighty-seven degrees fourteen minutes thirty-nine seconds East (S 87° 14' 39" E) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 125.60 feet and continuing on for a total distance of 150.60 feet to a point and place of beginning.

CONTAINING 5.061 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated June 7, 1999, and recorded at the Clearfield County Office of Register & Recorder at Instrument No. 199911738.

KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
2000114792
RECORDED ON
SEP 21, 2000
10:53:21 AM
Total Pages: 10

| | |
|---------------------------|---------|
| RECORDING FEES - | \$25.00 |
| RECORDER | \$1.00 |
| COUNTY IMPROVEMENT FUND | \$1.00 |
| RECORDER IMPROVEMENT FUND | \$1.00 |
| STATE WRIT TAX | \$0.50 |
| TOTAL | \$27.50 |

CUSTOMER
CLEARFIELD BANK AND TRUST
CO.

SECOND THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (found) on the Southern right-of-way of Pennsylvania State Route SR-0879, said rebar being the Northeast corner of lands of Rosemarie and John P. Flaherty as recorded in Deed Book 1359, Page 233, said rebar also being the Northwest corner of the parcel herein conveyed and running, thence along the Southern right-of-way of Pennsylvania State Route SR-0879 South eight-seven degrees thirty-eight minutes thirty-eight seconds East (S $87^{\circ} 38' 38''$ E), a distance of 245.31 feet to a point; thence still along the Southern right-of-way of Pennsylvania State Route SR-0879 South eighty-seven degrees fifteen minutes forty-five seconds East (S $87^{\circ} 15' 45''$ E), a distance of 398.57 feet to a $\frac{3}{4}$ " rebar (set); thence through the lands of the Grantor for a new line and along the Western line of Lot Number 1 South zero degrees forty-nine minutes eight seconds East (S $00^{\circ} 49' 08''$ E) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 570.09 feet and continuing on for a total distance of 595.09 feet to a point, said point being on the center line of Township Road T-635; thence along the center line of Township Road T-635 the following courses and distances: South seventy degrees three minuets eight seconds West (S $70^{\circ} 03' 08''$ W), a distance of 191.69 feet to a point; South sixty-seven degrees, seventeen minutes forty-one seconds West (S $67^{\circ} 17' 41''$ W), a distance of 153.38 feet to a point; South sixty-seven degrees fourteen minutes forty-seven seconds West (S $67^{\circ} 14' 47''$ W), a distance of 158.07 feet to a point; South fifty-two degrees thirty-four minutes fifty-two seconds West (S $52^{\circ} 34' 52''$ W), a distance of 90.49 feet to a point; South twenty-five degrees twenty-one minutes twenty-eight seconds West (S $25^{\circ} 21' 28''$ W), a distance of 114.18 feet to a point; thence along the Eastern line of lands of Kovalick Lumber Co. as recorded in Deed Book 790, Page 597 North zero degrees fifty-one minutes two seconds West (N $00^{\circ} 51' 02''$ W), a distance of 154.59 feet to a $\frac{1}{2}$ " rebar (found); thence still along the lands of Kovalick Lumber Co. South eighty-nine degrees seven minutes thirty seconds West (S $89^{\circ} 07' 30''$ W), a distance of 49.59 feet to a $\frac{3}{4}$ " rebar (found), said rebar being the Southeastern corner of lands of Rosemarie and John P. Flaherty; thence along the Eastern line of lands of Rosemarie and John P. Flaherty North zero degrees forty-nine minutes eight seconds West (N $00^{\circ} 49' 08''$ W), a distance of 814.34 feet to a $\frac{3}{4}$ " rebar (found) and place of beginning.

CONTAINING 10.881 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated July 7, 1999, and recorded at Clearfield County Office of Register & Recorder at Instrument No. 199911739.

- A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor grants, bargains, and conveys to Lender as additional security all the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one lease period's rent, Mortgagor will not collect in advance any future Rents without Lender's prior written consent. Upon default, Mortgagor will receive Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing, protecting and preserving the Property and to any other necessary related expenses including Lender's attorneys' fees and court costs.

(page 3 of 8)

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective until the Obligations are satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. If Lender acts to manage, protect and preserve the Property, Lender does not assume or become liable for its maintenance, depreciation, or other losses or damages, except those due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the

payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

(page 5 of 8)

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

(page 6 of 8)

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

28. **WAIVER OF JURY TRIAL.** To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

29. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:

- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

30. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.

Additional Terms.

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name:

Michael C Styers
(Signature) **MICHAEL C STYERS** (Date)

.....
(Witness)

..... (Signature) (Date)

.....
(Witness)

Entity Name:

Sheila S Styers 9-12-01
(Signature) **Sheila S Styers** (Date)

(Witness)

..... (Signature) (Date)

(Witness)

ACKNOWLEDGMENT:

ACKNOWLEDGMENT: COMMONWEALTH OF Pennsylvania, COUNTY OF Clearfield } ss.
(Individual) On this, the 12th day of September, 2001, before me Rebecca A. Coleman,
the undersigned officer, personally appeared Michael C. Styer & Shelia S. Styer,
known to me (or satisfactorily proven) to be the person(s)
whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the
purposes therein contained.

purposes therein contained.
In witness whereof, I hereunto set my hand and official seal.
My commission expires:

COMMONWEALTH OF , COUNTY OF } ss.

(Business or Entity Acknowledgment) On this, the day of, before me, the undersigned officer, personally appeared, who acknowledged himself/herself to be the

..... of
....., and that he/she as such
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the
name of the by as

In witness whereof, I hereunto set my hand and official seal.

(See1)

..... **Title of Officer**

It is hereby certified that the address of the Lender within named is:
CLEARFIELD BANK AND TRUST COMPANY, 11 N SECOND ST., CLEARFIELD PA 16830

William A. Shiner
WILLIAM A. SHINER
SR VICE PRESIDENT

particular parcel of land located in the Township of Girard,
County of Clearfield, Commonwealth of Pennsylvania, bounded and
described as follows:

BEGINNING at a point at the intersection of the center line of Township Road T-635, a 33 foot right-of-way, with the Southern right-of-way line of Pennsylvania State Route SR-0879, said point being the Northwest corner of the parcel herein conveyed and running, thence along the center line of Township Road T-635, the following courses and distances: South twelve degrees twenty-seven minutes thirty-two seconds West ($S 12^\circ 27' 32'' W$), a distance of 178.87 feet to a point; South sixteen degrees, forty-eight minutes thirteen seconds West ($S 16^\circ 48' 13'' W$), a distance of 156.08 feet to a point; South thirty-three degrees, fifty-eight minutes two seconds West ($S 33^\circ 58' 02'' W$), a distance of 152.65 feet to a point; South fifty-eight degrees twenty-five minutes fifty-one seconds West ($S 58^\circ 25' 51'' W$), a distance of 130.26 feet to a point; South seventy-two degrees thirty-nine minutes twenty-nine seconds West ($S 72^\circ 39' 29'' W$), a distance of 136.84 feet to a point; South seventy-six degrees thirty-nine minutes seventeen seconds West ($S 76^\circ 39' 17'' W$), a distance of 75.36 feet to a point; thence through lands of the Grantor for a new line and along the western line of Lot Number 2 North zero degrees forty-nine minutes eight seconds West ($N 00^\circ 49' 08'' W$) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 595.09 feet to a 3/4" rebar (set), said rebar being on the Southern right-of-way of Pennsylvania State Route SR-0879; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 the following courses and distances: South eighty-seven degrees, fifteen minutes forty-five seconds East ($S 87^\circ 15' 45'' E$), a distance of 118.63 feet to a 3/4" rebar (set); South eighty-eight degrees forty-two minutes six seconds East ($S 88^\circ 42' 06'' E$), a distance of 223.57 feet to a 3/4" rebar (set); South eighty-seven degrees fourteen minutes thirty-nine seconds East ($S 87^\circ 14' 39'' E$) passing through a 3/4" rebar (set) at a distance of 125.60 feet and continuing on for a total distance of 150.60 feet to a point and place of beginning.

CONTAINING 5.061 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated June 7, 1999, and recorded at the Clearfield County Office of Register & Recorder at Instrument No. 199911738.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

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

EXHIBIT

B

TAX CLAIM BUREAU DEED

AFFIDAVIT No. 35977

MADE the Nineteenth day of November in the year of our Lord, 2002.

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments thereto,
hereinafter called the GRANTOR,

AND

TIGER DEVELOPMENT GROUP, INC.

hereinafter referred to as "GRANTEE"

WHEREAS, the hereinafter described premises were assessed in the name
of MICHAEL C. STYERS & SHELIA S. STYERS, and taxes levied for the year 2000 thru 2001,
which have not been paid and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania and became liened; and

WHEREAS, after proceeding under the provisions of the Act aforesaid,
the Tax Claim Bureau did expose the said premises to public sale on the Thirteenth day
of September 2002; and

WHEREAS, the said premises were sold at said public sale for the sum of One Thousand
Seven Hundred Fifty Dollars, (\$1,750.00), paid by TIGER DEVELOPMENT GROUP, INC., as
more particularly shown in the report and return of said sale by the Tax Claim Bureau,
and at the subsequent confirmation thereof by the Court of Common Pleas of Clearfield
County, Pennsylvania, in 02-1593-CD. Following instructions given by the purchaser,
this property is being conveyed to the Grantee as stated above.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of One
Thousand Seven Hundred Fifty Dollars. (\$1,750.00), the receipt thereof is hereby
acknowledged. Grantor does hereby grant and convey unto the said Grantees, their heirs,
successors or assigns the following described property to-wit:.

GIRARD TOWNSHIP
#114-006-000-00087
10.881 A IN FEE

BEING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax Claim No.
2000-4993 as the property of MICHAEL C. STYERS & SHELIA S. STYERS., AS CONVEYED TO THEM
IN INSTRUMENT NUMBER 20015848.

#200015848

SECOND THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (found) on the Southern right-of-way of Pennsylvania State Route SR-0879, said rebar being the Northeast corner of lands of Rosemarie and John P. Flaherty as recorded in Deed Book 1359, Page 233, said rebar also being the Northwest corner of the parcel herein conveyed and running; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 South eight-seven degrees thirty-eight minutes thirty-eight seconds East (S 87° 38' 38" E), a distance of 245.31 feet to a point; thence still along the Southern right-of-way of Pennsylvania State Route SR-0879 South eighty-seven degrees fifteen minutes forty-five seconds East (S 87° 15' 45" E), a distance of 398.57 feet to a $\frac{3}{4}$ " rebar (set); thence through the lands of the Grantor for a new line and along the Western line of Lot Number 1 South zero degrees forty-nine minutes eight seconds East (S 00° 49' 08" E) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 570.09 feet and continuing on for a total distance of 595.09 feet to a point, said point being on the center line of Township Road T-635; thence along the center line of Township Road T-635 the following courses and distances: South seventy degrees three minutes eight seconds West (S 70° 03' 08" W), a distance of 191.69 feet to a point; South sixty-seven degrees, seventeen minutes forty-one seconds West (67° 17' 41" W), a distance of 153.38 feet to a point; South sixty-seven degrees fourteen minutes forty-seven seconds West (S 67° 14' 47" W), a distance of 158.07 feet to a point; South fifty-two degrees thirty-four minutes fifty-two seconds West (S 52° 34' 52" W), a distance of 90.49 feet to a point; South twenty-five degrees twenty-one minutes twenty-eight seconds West (S 25° 21' 28" W), a distance of 114.18 feet to a point; thence along the Eastern line of lands of Kovalick Lumber Co. as recorded in Deed Book 790, Page 597 North zero degrees fifty-one minutes two seconds West (N 00° 51' 02" W), a distance of 154.59 feet to a $\frac{3}{4}$ " rebar (found); thence still along the lands of Kovalick Lumber Co. South eighty-nine degrees seven minutes thirty seconds West (S 89° 07' 30" W), a distance of 49.59 feet to a $\frac{3}{4}$ " rebar (found), said rebar being the Southeastern corner of lands of Rosemarie and John P. Flaherty; thence along the Eastern line of lands of Rosemarie and John P. Flaherty North zero degrees forty-nine minutes eight seconds West (N 00° 49' 08" W), a distance of 814.34 feet to a $\frac{3}{4}$ " rebar (found) and place of beginning.

CONTAINING 10.881 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated July 7, 1999, and recorded at Clearfield County Office of Register & Recorder at Instrument No. 199911739.

MICHAEL STYERS TRUCKING INC

PO BOX 144

FRENCHVILLE PA 16836-0144

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, joint and severally.

CLEARFIELD BANK & TRUST COMPANY
11 N. SECOND ST, P O BOX 171
CLEARFIELD, PA 16830

Loan Number 792543

Date 09/12/01

Sign Date 09/12/11

Amount \$ 77,100.00

Term Of _____

EXHIBIT

For value received, I promise to pay to you, or your order, at your address listed above
Seventy seven thousand one hundred & no/100 Dollars \$ 77,100.00

Single Advance: I will receive all of this principal sum on 09/12/01. No additional advances are contemplated under this note.

Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from SEPTEMBER 12, 2001 at the rate of 9.2500 per year until SEPTEMBER 12, 2011.

Variable Rate: This rate may then change as stated below.

Index Rate: The future rate will be _____ the following index rate: _____

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as _____
A change in the interest rate will take effect _____

Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less _____ %. The rate may not change more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a 365/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).

at a rate equal to _____

LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF THE PAYMENT, WITH A \$20.00 MINIMUM CHARGE

RETURNED CHECK CHARGE: I agree to pay a fee of \$ _____ for each check, negotiable order or withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:

Interest: I agree to pay accrued interest On Demand, But If No Demand Is Made _____

Principal: I agree to pay the principal On Demand, But If No Demand Is Made _____

Installments: I agree to pay this note in 120 payments. The first payment will be in the amount of \$ 992.65 and will be due OCTOBER 12, 2001. A payment of \$ 992.65 will be due Monthly thereafter. The final payment of the _____ unpaid balance of principal and interest will be due SEPTEMBER 12, 2011.

WARRANT OF AUTHORITY TO CONFESS JUDGMENT. Upon default, in addition to all other remedies and rights available to you, by signature below Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this note and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

ADDITIONAL TERMS:

PURPOSE: The purpose of this loan is WORKOUT/REFINANCE

SECURITY: This note is separately secured by (describe separate document by type and date):

MORTGAGE & SECURITY AGREEMENT 9-12-01

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

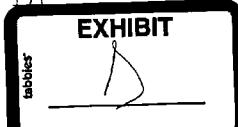
William A. Shiner

WILLIAM A. SHINER
SR VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

Michael Styers
MICHAEL STYERS TRUCKING INC

William A. Shiner



CLEARFIELD _____, PENNSYLVANIA _____
(City) _____, (State) _____

SEPTEMBER 12, 2001

For good and valuable consideration, the sufficiency of which are hereby acknowledged, and to induce _____, CLEARFIELD BANK & TRUST COMPANY

(herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of _____
MICHAEL STYERS TRUCKING INC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions

renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation this guaranty includes the following described debt(s): _____

LOAN ACCT #: 792543 DTD: 09/12/01 FOR: 77,100.00

The term "Indebtedness" as used in this guaranty shall not include any obligations entered into between Borrower and Lender after the date hereof (including any extensions, renewals or replacements of such obligations) for which Borrower meets the Lender's standard of creditworthiness based on Borrower's own assets and income without the addition of a guaranty, or for which a guaranty is required but Borrower chooses someone other than the joint Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 77,100.00 (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expense referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, an payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is unsecured; secured by a mortgage or security agreement dated 9/12/01
 secured by _____

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.


MICHAEL C. STYERS

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

CLEARFIELD BANK & TRUST COMPANY
11 N. SECOND ST., P O BOX 171
CLEARFIELD, PA 16830

GUARANTY

CLEARFIELD

(City)

PENNSYLVANIA

(State)

SEPTEMBER 12, 2001

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to ir
duce CLEARFIELD BANK & TRUST COMPANY

(herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time t
time to make loans or extend other accommodations to or for the account of MICHAEL STYERS TRUCKING INC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutel
and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier b
reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this is checked, the Undersigned guarantees to Lender the payment and performance of the debt, lia
bility or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions

renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this is checked, the Undersigned guarantees to Lender the payment and performance of each an
every debt, liability and obligation of every type and description which Borrower may now or at any tim
hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created c
incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingenc
primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts
liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation
this guaranty includes the following described debt(s): _____

LOAN ACCT #: 792543 DTD: 09/12/01 FOR: 77,100.00

The term "Indebtedness" as used in this guaranty shall not include any obligations entered into between
Borrower and Lender after the date hereof (including any extensions, renewals or replacements of suc
obligations) for which Borrower meets the Lender's standard of creditworthiness based on Borrower's ow
assets and income without the addition of a guaranty, or for which a guaranty is required but Borrower choose
someone other than the joint Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except
full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, lim
or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continu
to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until thi
guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective a
to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to an
extensions, renewals, refinancings thereof. If there be more than one Undersigned, such revocation shall b
effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke thi
guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or th
incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revok
this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigne
will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If th
Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under th
United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, sha
be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 77,100.00
(if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation a
to amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expense
referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such
principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may appl
any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person
(except the Undersigned), from their properties, out of any collateral security or from any other source to paymen
of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned
hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, an
payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only i
accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment i
made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fee
and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guarant
in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is unsecured; secured by a mortgage or security agreement dated 9/12/01
 secured by _____

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above
written.


SHELIA S. STYERS

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

EXHIBIT

E

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE 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.

COMMUNITY OFFICES

BRIDGE STREET OFFICE

Second & Bridge Streets
Clearfield, PA 16830
T (814) 765-1645
F (814) 765-2672

GOLDENROD OFFICE

1935 Daisy Street
Clearfield, PA 16830
T (814) 768-5200
F (814) 768-5206

CURWENSVILLE OFFICE

407 Walnut Street
Curwenville, PA 16833
T (814) 236-2441
F (814) 236-4650

DuBOIS OFFICE

91 Beaver Drive
DuBois, PA 15801
T (814) 371-1400
F (814) 371-2903

PHILIPSBURG OFFICE

19 Irwin Drive Extension
Philipsburg, PA 16866
T (814) 342-5750
F (814) 342-7321

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

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

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

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

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

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at: 5.061 Acres w/ Garage, Frenchville
10.881 Acres w/ Garage, & D/W Frenchville

IS SERIOUSLY IN DEFAULT because:

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

August, September, October, November & December @ \$992.65 = \$4,963.25

Other charges (explain/itemize): Late Charges of \$297.78

TOTAL AMOUNT PAST DUE: \$5,261.03

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

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

1. Article Addressed to:

Michael C Styers
PO Box 144
Frenchville, PA 16836-0144

A. Signature

X Sheila Styers

Agen
 Addr

B. Received by (Printed Name)

Sheila Styers

C. Date of De

12-31-01

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

2.

PS |

102595-02-1

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sheila S. Styers
PO Box 144
Frenchville, PA 16836-0144

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Sheila Styers

Agen
 Addr

B. Received by (Printed Name)

Sheila Styers

C. Date of De

12-31-01

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

2.

7002 2030 0000 6874 5563

PS Form 3811, August 2001

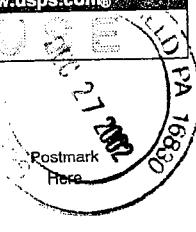
Domestic Return Receipt

102595-02-

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

For delivery information visit our website at www.usps.com

Sheila S. Styers, PA 16836-0144
21 JAN 2002
Postmark Here
USPS

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

7002 2030 0000 6874 5563
7002 2030 0000 6874 5563

Sent To Sheila S. Styers
Street, Apt. No.: PO Box 144
or PO Box No.:
City, State, ZIP+4: Frenchville, PA 16836-0144

PS Form 3800, June 2002
See Reverse for Instructions

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

For delivery information visit our website at www.usps.com

Michael C. Styers, PA 16836-0144
21 JAN 2002
Postmark Here
USPS

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

7002 2030 0000 6874 5563
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Street, Apt. No.: PO Box 144
or PO Box No.:
City, State, ZIP+4: Frenchville, PA 16836-0144

PS Form 3800, June 2002
See Reverse for Instructions

In The Court of Common Pleas of Clearfield County, Pennsylvania

CLEARFIELD BANK & TRUST COMPANY

VS.

STYERS, MICHAEL C. & SHEILA S. STYERS a1

Sheriff Docket #

14926

03-1828-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 2, 2004 AT 9:57 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHEILA S. STYERS, DEFENDANT AT RESIDENCE, 78 STONEHOUSE ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHEILA S. STYERS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: NEVLING.

NOW JANUARY 2, 2004 AT 9:57 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL STYERS TRUCKING INC., DEFENDANT AT RESIDENCE, 78 STONEHOUSE ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHEILA S. STYERS, PIC A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

NOW DECEMBER 18, 2003, LARRY FIELD, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIGER DEVELOPMENT GROUP INC., DEFENDANT.

NOW JANUARY 2, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIGER DEVELOPMENT GROUP INC., DEFENDANT BY DEPUTIZING THE SHERIFF OF BLAIR COUNTY. THE RETURN OF SHERIFF FIELD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED MELESSA STYERS, WIFE.

NOW JANUARY 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MICHAEL C. STYERS, DEFENDANT. PRESENTLY INCARCERATED AT SCI DALLAS, PA.

NOW JANUARY 5, 2004 ATTORNEY STATED TO SERVE THE COMPLAINT IN MORTGAGE FORECLOSURE FOR MICHAEL C. STYERS, DEFENDANT ON SHEILA STYERS, WIFE. TWO ATTEMPTS WERE MADE, SHEILA STYERS WAS NOT AT HOME.

Return Costs

| Cost | Description |
|-------|---------------------------------------|
| 75.00 | SHERIFF HAWKINS PAID BY: ATTY CK# 203 |
| 40.00 | SURCHARGE PAID BY: ATTY & PLFF. |
| 23.50 | BLAIR CO. SHFF. PAID BY: PLFF. |

FILED

01/16/2004
JAN 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

CLEARFIELD BANK & TRUST COMPANY

VS.

STYERS, MICHAEL C. & SHEILA S. STYERS al

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14926

03-1828-CD

SHERIFF RETURNS

Sworn to Before Me This

16th Day Of Jan 2004
William A. Shaw
3d

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

So Answers,

*Chester A. Hawkins
by Marilyn Hays*
Chester A. Hawkins
Sheriff

SHERIFF'S DEPARTMENT

L.7
BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

**SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN**

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF / S /

Clearfield Bank & Trust Co.

2. COURT NUMBER

03-1828 CP / 0078 IT

3. DEFENDANT / S /

Michael C. Styers et al

4. TYPE OF WRIT OR COMPLAINT

Complaint

SERVE



5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

90 Jeremy Gasitiger 206 E. Southey Avenue Altoona

7. INDICATE UNUSUAL SERVICE:

PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REGISTERED MAIL POSTED OTHER

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

Clearfield County Sheriff

PLAINTIFF

DEFENDANT

745-2641 X 5986

10. TELEPHONE NUMBER

11. DATE

12. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized BCSD Deputy or Clerk and Title

B Schreiber

13. Date Received

1-2-04

14. Expiration/Hearing date

1-10-04

15. I hereby CERTIFY and RETURN that I have personally served. have served person in charge. have legal evidence of service as shown in "Remarks" (on reverse) have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing/or Posting a TRUE and ATTESTED COPY thereof.

16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

Melesha Styers C.W.R.

18. A person of suitable age and discretion then residing in the defendant's usual place of abode.

Read Order

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

Same

20. Date of Service

1/2/04

21. Time

2:15PM

22. ATTEMPTS Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

23. Advance Costs *24* *25* *26* *Not* *2.00* 27. Total Costs *23.50* 28. COSTS OR REFUND *126.50*

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this *12th*

day of *January, 2004*

By (Sheriff/Dep. Sheriff) (Please Print or Type)

J. D. Schreiber

Date

1/2/04

Signature of Sheriff

MY COMMISSION EXPIRES *My Commission Expires Apr. 3, 2007*

SHERIFF OF BLAIR COUNTY

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
Member, Pennsylvania Association of Notaries
OF AUTHORIZED ISSUING AUTHORITY AND TITLE

39. Date Received

SHERIFF'S RETURN OF SERVICE

(1) The within _____ upon _____ the within named defendant by mailing to _____ by _____ mail, return receipt requested, postage prepaid _____ on the _____, a true and attested copy thereof at _____

The return receipt signed by _____ defendant on the _____ is hereto attached and made part of this return.

(2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at _____ in the following manner.

(a) To the defendant by () registered () certified mail, return receipt requested, postage prepaid, addressee only on the _____, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

(3) By publication in a daily publication of general circulation in the County of Blair, Commonwealth of Pennsylvania, _____ time (s) with publication appearing _____

The affidavit from said publication is hereto attached:

(4) By mailing to _____ by _____ mail, return receipt requested, postage prepaid, on the _____, a true and attested copy thereof at _____

The _____ returned by the Postal Authorities marked _____ is hereto attached

(5) Other _____

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

CLEARFIELD BANK AND TRUST : No. 03-1828-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
MICHAEL C. STYERS and SHEILA S. : Filed on Behalf of: Plaintiff
STYERS, husband and wife, and MICHAEL :
STYERS TRUCKING, INC. both :
individually, jointly and severally and TIGER :
DEVELOPMENT GROUP, INC., :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

NOTICE TO DEFEND

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
Clearfield, PA 16830
(814) 765.2641

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

DEC 11 2003

Attest.

John J. Kirk
Prothonotary/
Clerk of Courts

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

CLEARFIELD BANK AND TRUST : No.
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
MICHAEL C. STYERS and SHEILA S. : Filed on Behalf of: Plaintiff
STYERS, husband and wife, and MICHAEL :
STYERS TRUCKING, INC. both :
individually, jointly and severally and TIGER:
DEVELOPMENT GROUP, INC., :
Defendants :
: Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney,
Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a
corporation, with a principal place of business of 11 North Second Street, P.O. Box 171,
Clearfield, Pennsylvania 16830.

2. The Defendants are MICHAEL C. STYERS and SHEILA S. STYERS , husband and wife, and MICHAEL C. STYERS TRUCKING, INC. both individually, jointly and severally residing at 78 Stonehouse Road, Le Contes Mills, Pennsylvania 16850 ("Styers") and TIGER DEVELOPMENT GROUP, INC. c/o Jeremy Gastiger, 206 E. Southey Avenue, Altoona, Pennsylvania 16602.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants, dated September 12, 2001, in the principal amount of \$77,100.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded in Clearfield County Instrument No. 200114992 on September 21, 2001.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Township of Girard, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants, the sum of \$77,100.00 as set forth in Promissory Note dated September 12, 2001. A true and correct copy of the said Note is attached hereto and marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due September 12, 2002, and subsequent monthly installments due since.

7. The Defendants further executed a Guaranty date September 12, 2001, and are responsible for payment of the Mortgage thereunder. A true and correct copy of the said Guaranty is attached hereto and marked Exhibit "D".

8. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated December 27, 2002, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "E".

8. That TIGER DEVELOPMENT COMPANY subsequently purchased the property shown in Exhibit A as parcel 2 which is subject to the Mortgage of the Plaintiff.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

10. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

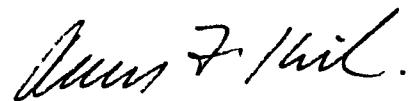
10. The amounts due and owing under the terms of the said Mortgage are as follows:

| | | |
|--------------------|---|--------------------|
| (a) | Principal Balance | \$ 68,931.03 |
| (b) | Interest per diem of 17.71144 from 9/12/02 to 10/31/03 | \$ 7,423.06 |
| (c) | Late Charges | \$ 729.75 |
| (d) | Satisfaction Fee | \$ 18.50 |
| (e) | Attorney Collection Fee | <u>\$ 6893.10</u> |
| FINAL TOTAL | | \$83,995.44 |

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$ 83,995.44** plus interest at 9.25%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Date: 10-04-03



Alan F. Kirk, Esquire
Attorney for Plaintiff

VERIFICATION

I, WILLIAM A. SHINER, Senior Vice President and Secretary of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner
William A. Shiner, Senior Vice President
and Secretary

Date: 12/11/03

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is ...SEPTEMBER 12... 2001..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: MICHAEL C STYERS

SHEILA S STYERS

1109 DAISY ST

CLEARFIELD PA 16830

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY

11 N. SECOND ST, P O BOX 171

CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

SEE ATTACHED DESCRIPTIONS

The property is located in ...CLEARFIELD..... at
(County)

P.O. BOX 144....., FRENCHVILLE....., Pennsylvania ..16836.....
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$77,100.00..... . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under an promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Securit Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs thi Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and futur obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of thi Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or futur loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgago and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting thi Property and its value and any other sums advanced and expenses incurred by Lender under the terms of thi Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by thi Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrant that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Mortgagor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
 However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.
- 11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

FIRST THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the center line of Township Road T-635, a 33 foot right-of-way, with the Southern right-of-way line of Pennsylvania State Route SR-0879, said point being the Northwest corner of the parcel herein conveyed and running; thence along the center line of Township Road T-635, the following courses and distances: South twelve degrees twenty-seven minutes thirty-two seconds West (S 12° 27' 32" W), a distance of 178.87 feet to a point; South sixteen degrees, forty-eight minutes thirteen seconds West (S 16° 48' 13" W), a distance of 156.08 feet to a point; South thirty-three degrees, fifty-eight minutes two seconds West (S 33° 58' 02" W), a distance of 152.65 feet to a point; South fifty-eight degrees twenty-five minutes fifty-one seconds West (S 58° 25' 51" W), a distance of 130.26 feet to a point; South seventy-two degrees thirty-nine minutes twenty-nine seconds West (S 72° 39' 29" W), a distance of 136.84 feet to a point; South seventy-six degrees thirty-nine minutes seventeen seconds West (S 76° 39' 17" W), a distance of 75.36 feet to a point; thence through lands of the Grantor for a new line and along the western line of Lot Number 2 North zero degrees forty-nine minutes eight seconds West (N 00° 49' 08" W) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 595.09 feet to a $\frac{3}{4}$ " rebar (set), said rebar being on the Southern right-of-way of Pennsylvania State Route SR-0879; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 the following courses and distances: South eighty-seven degrees, fifteen minutes forty-five seconds East (S 87° 15' 45" E), a distance of 118.63 feet to a $\frac{3}{4}$ " rebar (set); South eighty-eight degrees forty-two minutes six seconds East (S 88° 42' 06" E), a distance of 223.57 feet to a $\frac{3}{4}$ " rebar (set); South eighty-seven degrees fourteen minutes thirty-nine seconds East (S 87° 14' 39" E) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 125.60 feet and continuing on for a total distance of 150.60 feet to a point and place of beginning.

CONTAINING 5.061 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated June 7, 1999, and recorded at the Clearfield County Office of Register & Recorder at Instrument No. 199911738.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200114992
RECORDED ON
SEP 21, 2001
10:53:21 AM
Total Pages: 10

| | |
|------------------------------|---------|
| RECORDING FEES - | \$25.00 |
| RECORDER | |
| COUNTY IMPROVEMENT FUND | \$1.00 |
| RECORDER IMPROVEMENT FUND | \$1.00 |
| STATE WRIT TAX | \$0.50 |
| TOTAL | \$27.50 |
| CUSTOMER | |
| CLEARFIELD BANK AND TRUST CO | |

SECOND THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (found) on the Southern right-of-way of Pennsylvania State Route SR-0879, said rebar being the Northeast corner of lands of Rosemarie and John P. Flaherty as recorded in Deed Book 1359, Page 233, said rebar also being the Northwest corner of the parcel herein conveyed and running; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 South eight-seven degrees thirty-eight minutes thirty-eight seconds East ($S\ 87^{\circ}\ 38'\ 38''\ E$), a distance of 245.31 feet to a point; thence still along the Southern right-of-way of Pennsylvania State Route SR-0879 South eighty-seven degrees fifteen minutes forty-five seconds East ($S\ 87^{\circ}\ 15'\ 45''\ E$), a distance of 398.57 feet to a $\frac{3}{4}$ " rebar (set); thence through the lands of the Grantor for a new line and along the Western line of Lot Number 1 South zero degrees forty-nine minutes eight seconds East ($S\ 00^{\circ}\ 49'\ 08''\ E$) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 570.09 feet and continuing on for a total distance of 595.09 feet to a point, said point being on the center line of Township Road T-635; thence along the center line of Township Road T-635 the following courses and distances: South seventy degrees three minutes eight seconds West ($S\ 70^{\circ}\ 03'\ 08''\ W$), a distance of 191.69 feet to a point; South sixty-seven degrees, seventeen minutes forty-one seconds West ($67^{\circ}\ 17'\ 41''\ W$), a distance of 153.38 feet to a point; South sixty-seven degrees fourteen minutes forty-seven seconds West ($S\ 67^{\circ}\ 14'\ 47''\ W$), a distance of 158.07 feet to a point; South fifty-two degrees thirty-four minutes fifty-two seconds West ($S\ 52^{\circ}\ 34'\ 52''\ W$), a distance of 90.49 feet to a point; South twenty-five degrees twenty-one minutes twenty-eight seconds West ($S\ 25^{\circ}\ 21'\ 28''\ W$), a distance of 114.18 feet to a point; thence along the Eastern line of lands of Kovalick Lumber Co. as recorded in Deed Book 790, Page 597 North zero degrees fifty-one minutes two seconds West ($N\ 00^{\circ}\ 51'\ 02''\ W$), a distance of 154.59 feet to a $\frac{1}{2}$ " rebar (found); thence still along the lands of Kovalick Lumber Co. South eighty-nine degrees seven minutes thirty seconds West ($S\ 89^{\circ}\ 07'\ 30''\ W$), a distance of 49.59 feet to a $\frac{3}{4}$ " rebar (found), said rebar being the Southeastern corner of lands of Rosemarie and John P. Flaherty; thence along the Eastern line of lands of Rosemarie and John P. Flaherty North zero degrees forty-nine minutes eight seconds West ($N\ 00^{\circ}\ 49'\ 08''\ W$), a distance of 814.34 feet to a $\frac{3}{4}$ " rebar (found) and place of beginning.

CONTAINING 10.881 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated July 7, 1999, and recorded at Clearfield County Office of Register & Recorder at Instrument No. 199911739.

- A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor grants, bargains, and conveys to Lender as additional security all the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one lease period's rent, Mortgagor will not collect in advance any future Rents without Lender's prior written consent. Upon default, Mortgagor will receive Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing, protecting and preserving the Property and to any other necessary related expenses including Lender's attorneys' fees and court costs.

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Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective until the Obligations are satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. If Lender acts to manage, protect and preserve the Property, Lender does not assume or become liable for its maintenance, depreciation, or other losses or damages, except those due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

15. LEASEHOOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the

payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

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L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

26. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. WAIVERS. Except to the extent prohibited by law, Mortgagor waives any right to appraisement relating to the Property.

28. WAIVER OF JURY TRIAL. To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

29. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Security Instrument:

- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

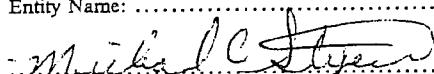
30. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.

(page 7 of 8)

Additional Terms.

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name:

(Signature) MICHAEL C STYERS (Date) 9-12-01

(Witness)
(Signature) (Date)
(Witness)
(Signature) (Date)
(Witness)

Entity Name:

(Signature) SHEILA S STYERS (Date) 9-12-01

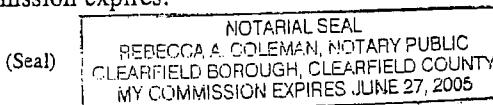
(Witness)
(Signature) (Date)
(Witness)

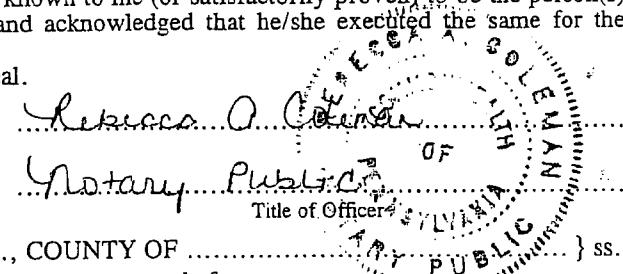
ACKNOWLEDGMENT:

(Individual) COMMONWEALTH OF Pennsylvania , COUNTY OF Clearfield } ss.
On this, the 12th day of September 2001, before me Rebecca A. Coleman
the undersigned officer, personally appeared Michael C. Styers & Sheila S. Styers
....., known to me (or satisfactorily proven) to be the person(s)
whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the
purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:



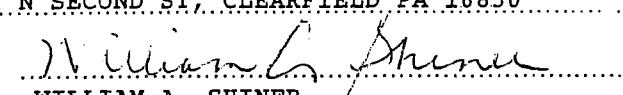

Rebecca A. Coleman
Notary Public
Title of Officer
SIXTY EIGHT

(Business or Entity Acknowledgment) COMMONWEALTH OF , COUNTY OF } ss.
On this, the day of , before me
the undersigned officer, personally appeared
....., who acknowledged himself/herself to be the
..... of
....., and that he/she as such
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the
name of the by as
In witness whereof, I hereunto set my hand and official seal.
My commission expires:

(Seal)

.....
Title of Officer

It is hereby certified that the address of the Lender within named is:
CLEARFIELD BANK AND TRUST COMPANY, 11 N. SECOND ST., CLEARFIELD PA 16830


WILLIAM A. SHINER
SR VICE PRESIDENT

County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the center line of Township Road T-635, a 33 foot right-of-way, with the Southern right-of-way line of Pennsylvania State Route SR-0879, said point being the Northwest corner of the parcel herein conveyed and running, thence along the center line of Township Road T-635, the following courses and distances: South twelve degrees twenty-seven minutes thirty-two seconds West ($S 12^\circ 27' 32'' W$), a distance of 178.87 feet to a point; South sixteen degrees, forty-eight minutes thirteen seconds West ($S 16^\circ 48' 13'' W$), a distance of 156.08 feet to a point; South thirty-three degrees, fifty-eight minutes two seconds West ($S 33^\circ 58' 02'' W$), a distance of 152.65 feet to a point; South fifty-eight degrees twenty-five minutes fifty-one seconds West ($S 58^\circ 25' 51'' W$), a distance of 130.26 feet to a point; South seventy-two degrees thirty-nine minutes twenty-nine seconds West ($S 72^\circ 39' 29'' W$), a distance of 136.84 feet to a point; South seventy-six degrees thirty-nine minutes seventeen seconds West ($S 76^\circ 39' 17'' W$), a

EXHIBIT
B

distance of 75.36 feet to a point; thence through lands of the Grantor for a new line and along the western line of Lot Number 2 North zero degrees forty-nine minutes eight seconds West ($N 00^\circ 49' 08'' W$) passing through a $3/4''$ rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 595.09 feet to a $3/4''$ rebar (set), said rebar being on the Southern right-of-way of Pennsylvania State Route SR-0879; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 the following courses and distances: South eighty-seven degrees, fifteen minutes forty-five seconds East ($S 87^\circ 15' 45'' E$), a distance of 118.63 feet to a $3/4''$ rebar (set); South eighty-eight degrees forty-two minutes six seconds East ($S 88^\circ 42' 06'' E$), a distance of 223.57 feet to a $3/4''$ rebar (set); South eighty-seven degrees fourteen minutes thirty-nine seconds East ($S 87^\circ 14' 39'' E$) passing through a $3/4''$ rebar (set) at a distance of 125.60 feet and continuing on for a total distance of 150.60 feet to a point and place of beginning.

CONTAINING 5.061 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated June 7, 1999, and recorded at the Clearfield County Office of Register & Recorder at Instrument No. 199911738.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

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

TAX CLAIM BUREAU DEED

AFFIDAVIT No. 35977

MADE the Nineteenth day of November in the year of our Lord, 2002.

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments thereto,
hereinafter called the GRANTOR,

AND

TIGER DEVELOPMENT GROUP, INC.

hereinafter referred to as "GRANTEE"

WHEREAS, the hereinafter described premises were assessed in the name
of MICHAEL C. STYERS & SHELIA S. STYERS, and taxes levied for the year 2000 thru 2001,
which have not been paid and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania and became liened; and

WHEREAS, after proceeding under the provisions of the Act aforesaid,
the Tax Claim Bureau did expose the said premises to public sale on the Thirteenth day
of September 2002; and

WHEREAS, the said premises were sold at said public sale for the sum of One Thousand
Seven Hundred Fifty Dollars, (\$1,750.00), paid by TIGER DEVELOPMENT GROUP, INC., as
more particularly shown in the report and return of said sale by the Tax Claim Bureau,
and at the subsequent confirmation thereof by the Court of Common Pleas of Clearfield
County, Pennsylvania, in 02-1593-CD. Following instructions given by the purchaser,
this property is being conveyed to the Grantee as stated above.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of One
Thousand Seven Hundred Fifty Dollars, (\$1,750.00), the receipt thereof is hereby
acknowledged. Grantor does hereby grant and convey unto the said Grantees, their heirs,
successors or assigns the following described property to-wit:.

GIRARD TOWNSHIP
#114-006-000-00087
10.861 A IN FEE

BBING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax Claim No.
2000-4993 as the property of MICHAEL C. STYERS & SHELIA S. STYERS, AS CONVEYED TO THEM
IN INSTRUMENT NUMBER 20015848.

200015848

SECOND THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (found) on the Southern right-of-way of Pennsylvania State Route SR-0879, said rebar being the Northeast corner of lands of Rosemarie and John P. Flaherty as recorded in Deed Book 1359, Page 233, said rebar also being the Northwest corner of the parcel herein conveyed and running; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 South eight-seven degrees thirty-eight minutes thirty-eight seconds East (S 87° 38' 38" E), a distance of 245.31 feet to a point; thence still along the Southern right-of-way of Pennsylvania State Route SR-0879 South eighty-seven degrees fifteen minutes forty-five seconds East (S 87° 15' 45" E), a distance of 398.57 feet to a $\frac{3}{4}$ " rebar (set); thence through the lands of the Grantor for a new line and along the Western line of Lot Number 1 South zero degrees forty-nine minutes eight seconds East (S 00° 49' 08" E) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 570.09 feet and continuing on for a total distance of 595.09 feet to a point, said point being on the center line of Township Road T-635; thence along the center line of Township Road T-635 the following courses and distances: South seventy degrees three minutes eight seconds West (S 70° 03' 08" W), a distance of 191.69 feet to a point; South sixty-seven degrees, seventeen minutes forty-one seconds West (67° 17' 41" W), a distance of 153.38 feet to a point; South sixty-seven degrees fourteen minutes forty-seven seconds West (S 67° 14' 47" W), a distance of 158.07 feet to a point; South fifty-two degrees thirty-four minutes fifty-two seconds West (S 52° 34' 52" W), a distance of 90.49 feet to a point; South twenty-five degrees twenty-one minutes twenty-eight seconds West (S 25° 21' 28" W), a distance of 114.18 feet to a point; thence along the Eastern line of lands of Kovalick Lumber Co. as recorded in Deed Book 790, Page 597 North zero degrees fifty-one minutes two seconds West (N 00° 51' 02" W), a distance of 154.59 feet to a $\frac{1}{2}$ " rebar (found); thence still along the lands of Kovalick Lumber Co. South eighty-nine degrees seven minutes thirty seconds West (S 89° 07' 30" W), a distance of 49.59 feet to a $\frac{3}{4}$ " rebar (found), said rebar being the Southeastern corner of lands of Rosemarie and John P. Flaherty; thence along the Eastern line of lands of Rosemarie and John P. Flaherty North zero degrees forty-nine minutes eight seconds West (N 00° 49' 08" W), a distance of 814.34 feet to a $\frac{3}{4}$ " rebar (found) and place of beginning.

CONTAINING 10.881 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated July 7, 1999, and recorded at Clearfield County Office of Register & Recorder at Instrument No. 199911739.

MICHAEL STYERS TRUCKING INC

PO BOX 144

FRENCHVILLE PA 16836-0144

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, joint and severally.CLEARFIELD BANK & TRUST COMPANY
11 N. SECOND ST, P O BOX 171
CLEARFIELD, PA 16830

Loan Number 792

Date 09/12

Maturity Date 09/12

Amount \$ 77,100

Bal Of _____

EXHIBIT

*C*For value received, I promise to pay to you, or your order, at your address listed above
Seventy seven thousand one hundred & no/100 Dollars \$ 77,100.00 Single Advance: I will receive all of this principal sum on 09/12/01. No additional advances are contemplated under this note. Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

 Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____. Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from SEPTEMBER 12, 2001 at the rate of 9.25% per year until SEPTEMBER 12, 2011.

 Variable Rate: This rate may then change as stated below. Index Rate: The future rate will be _____ the following index rate: _____ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control. Frequency and Timing: The rate on this note may change as often as _____
A change in the interest rate will take effect _____ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____% or _____%. The rate may not change more than _____% each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

 The amount of each scheduled payment will change. The amount of the final payment will change. _____

ACCURAL METHOD: Interest will be calculated on a 365/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below

 on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to _____ LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF THE PAYMENT, WITH A \$20.00 MINIMUM CHARGE RETURNED CHECK CHARGE: I agree to pay a fee of \$ _____ for each check, negotiable or otherwise, or withdrawal or draft connection with this loan that is returned because it has been dishonored. ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal above: _____

PAYMENTS: I agree to pay this note as follows:

 Interest: I agree to pay accrued interest On Demand, But If No Demand Is Made Principal: I agree to pay the principal On Demand, But If No Demand Is Made Installments: I agree to pay this note in 120 payments. The first payment will be in the amount of \$ 992.65 and will be due OCTOBER 12, 2001. A payment of \$ 992.65 will be due Monthly thereafter. The final payment of

unpaid balance of principal and interest will be due SEPTEMBER 12, 2011

 WARRANT OF AUTHORITY TO CONFESS JUDGMENT: Upon default, in addition to all other remedies and rights available to you, below, Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over it and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collect and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice, if necessary, to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice under federal and state laws and fully understand the consequences of this waiver.Signature for Lender: *Michael Styers* *William A. Shiner*

ADDITIONAL TERMS:

PURPOSE: The purpose of this loan is WORKOUT/REFINANCE

 SECURITY: This note is separately secured by (describe separate document by type and date):

MORTGAGE & SECURITY AGREEMENT 9-12-01

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

William A. Shiner
WILLIAM A. SHINER
SR VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (IN THOSE ON PAGE 2). I have received a copy on today's date.

Michael Styers
MICHAEL STYERS TRUCKING INC*William A. Shiner*

EXHIBIT

SEPTEMBER 12, 2001

For good and valuable consideration, the sufficiency of which are hereby acknowledged, and
duce to CLEARFIELD BANK & TRUST COMPANY
(herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time
to time to make loans or extend other accommodations to or for the account of
MICHAEL STYERS TRUCKING INC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier, reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this is checked, the Undersigned guarantees to Lender the payment and performance of the debt or liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created, incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limiting this guaranty includes the following described debt(s): _____

LOAN ACCT #: 792543 DTD: 09/12/01 FOR: 77,100.00

The term "Indebtedness" as used in this guaranty shall not include any obligations entered into between Borrower and Lender after the date hereof (including any extensions, renewals or replacements of obligations) for which Borrower meets the Lender's standard of creditworthiness based on Borrower's assets and income without the addition of a guaranty, or for which a guaranty is required but Borrower has someone other than the joint Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, even if full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until the guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke the guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or if this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 77,100.00 (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of the principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability, accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is unsecured; secured by a mortgage or security agreement dated 9/12/01
 secured by _____

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first written.


MICHAEL C. STYERS

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

CLEARFIELD BANK & TRUST COMPANY
11 N. SECOND ST., P O BOX 171
CLEARFIELD, PA 16830

GUARANTY

CLEARFIELD
(City)

PENNSYLV.
(State)

SEPTEMBER 12, 2001

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to
due CLEARFIELD BANK & TRUST COMPANY
(herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time
to make loans or extend other accommodations to or for the account of MICHAEL STYERS TRUCKING INC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier, reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this is checked, the Undersigned guarantees to Lender the payment and performance of the debt
ability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any exten

renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this is checked, the Undersigned guarantees to Lender the payment and performance of each
every debt, liability and obligation of every type and description which Borrower may now or at any
hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created
incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent
primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts,
liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limita
this guaranty includes the following described debt(s): _____

LOAN ACCT #: 792543 DTD: 09/12/01 FOR: 77,100.00

The term "Indebtedness" as used in this guaranty shall not include any obligations entered into between
Borrower and Lender after the date hereof (including any extensions, renewals or replacements of
obligations) for which Borrower meets the Lender's standard of creditworthiness based on Borrower's
assets and income without the addition of a guaranty, or for which a guaranty is required but Borrower
chooses someone other than the joint Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, even if
a full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, or
release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until
the guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective
as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to
any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke
this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or
incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or if
this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned
will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured.
Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under
United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured,
shall be immediately due and payable without demand or notice thereof.

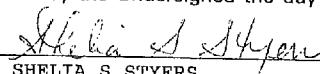
4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ 77,100.00
(if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation
as to amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses
referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of
the principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may
apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person
(except the Undersigned), from their properties, out of any collateral security or from any other source to pay
of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned
hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4,
any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability or
to be accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment
is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys'
and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this
guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is unsecured; secured by a mortgage or security agreement dated 9/12/01
 secured by _____

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first a
written.


SHEILA S. STYERS

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

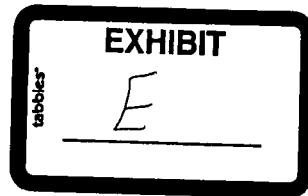
9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.



ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE 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.

COMMUNITY OFFICES

BRIDGE STREET OFFICE

Second & Bridge Streets
Clearfield, PA 16830
T (814) 765-1645
F (814) 765-2672

GOLDENROD OFFICE

1935 Daisy Street
Clearfield, PA 16830
T (814) 768-5200
F (814) 768-5206

CURWENSVILLE OFFICE

407 Walnut Street
Curwensville, PA 16833
T (814) 236-2441
F (814) 236-4650

DUBOIS OFFICE

91 Beaver Drive
DuBois, PA 15801
T (814) 371-1400
F (814) 371-2903

PHILIPSBURG OFFICE

19 Irwin Drive Extension
Philipsburg, PA 16866
T (814) 342-5750
F (814) 342-7321

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

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

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

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

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

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at: 5.061 Acres w/ Garage, Frenchville
10.881 Acres w/ Garage, & D/W Frenchville

IS SERIOUSLY IN DEFAULT because:

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

August, September, October, November & December @ \$992.65 = \$4,963.25

Other charges (explain/itemize): Late Charges of \$297.78

TOTAL AMOUNT PAST DUE: \$5,261.03

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

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

1. Article Addressed to:

Michael C Styers
PO Box 144
Frenchville, PA 16836-0144

2.

PS

102595-02-1

A. Signature

X Sheila Styers

Agen
 Addr

B. Received by (Printed Name)

Sheila Styers

C. Date of De

12-31-01

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below:

No

3. Service Type

| | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sheila S. Styers
PO Box 144
Frenchville, PA 16836-0144

2.

7002 2030 0000 6874 5563

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Sheila Styers

Agen
 Addr

B. Received by (Printed Name)

Sheila Styers

C. Date of De

12-31-01

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below:

No

3. Service Type

| | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

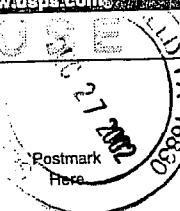
4. Restricted Delivery? (Extra Fee) Yes

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

For delivery information visit our website at www.usps.com

Sheila S. Styers

7002 2030 0000 6874 5563

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

HAK

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

For delivery information visit our website at www.usps.com

Michael C. Styers

7002 2030 0000 6874 5563

7002 2030 0000 6874 5563

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

HAK

7002 2030 0000 6874 5563

Sent To Sheila S. Styers
Street, Apt. No.,
or PO Box No.
PO Box 144
Frenchville, PA 16836-0144

City, State, ZIP+4

PS Form 3800, June 2002
See Reverse for Instructions

7002 2030 0000 6874 5563

Sent To Michael C. Styers
Street, Apt. No.,
or PO Box No.
PO Box 144
Frenchville, PA 16836-0144

City, State, ZIP+4

PS Form 3800, June 2002
See Reverse for Instructions

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

| | | |
|---|---|--|
| CLEARFIELD BANK AND TRUST COMPANY, |) | No. 03-1828-CD |
| vs. |) | |
| MICHAEL C. STYERS and SHEILA S. STYERS, husband and wife, and MICHAEL STYERS TRUCKING, INC., both individually, jointly and severally and TIGER DEVELOPMENT GROUP, INC. |) | Type of Pleading: WRIT OF EXECUTION |
| Defendants |) | Filed on Behalf of: Plaintiff |
| |) | Counsel of Record for this Party: |
| |) | ALAN F. KIRK, ESQUIRE |
| |) | Supreme Court # 36893 |
| |) | 1375 Martin Street, Suite 204 |
| |) | State College, PA 16803 |
| |) | (814) 234.2048 |

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$83,995.44**

Plus continuing interest on the principal balance from February 10, 2004 plus costs.

A description of the property to be levied upon and sold is attached hereto in
duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to
issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by
a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and marked
Exhibit "B".



Alan F. Kirk, Esquire
Attorney for Plaintiff

FILED

MAR 05 2004

10/8/04 10:14 AM

William A. Shaw

Prothonotary/Clerk of Courts

6 WALTERS TO SUPER

6 WALTERS TO SHFF

2 CANT TO MTA



TAX CLAIM BUREAU DEED

AFFIDAVIT No. 35977

MADE the Nineteenth day of November in the year of our Lord, 2002.

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1358, and amendments thereto,
hereinafter called the GRANTOR,

AND

TIGER DEVELOPMENT GROUP, INC.

hereinafter referred to as "GRANTEE"

WHEREAS, the hereinafter described premises were assessed in the name
of MICHAEL C. STYERS & SHELIA S. STYERS, and taxes levied for the year 2000 thru 2001,
which have not been paid and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania and became liened; and

WHEREAS, after proceeding under the provisions of the Act aforesaid,
the Tax Claim Bureau did expose the said premises to public sale on the Thirteenth day
of September 2002; and

WHEREAS, the said premises were sold at said public sale for the sum of One Thousand
Seven Hundred Fifty Dollars, (\$1,750.00), paid by TIGER DEVELOPMENT GROUP, INC., as
more particularly shown in the report and return of said sale by the Tax Claim Bureau,
and at the subsequent confirmation thereof by the Court of Common Pleas of Clearfield
County, Pennsylvania, in 02-1593-CD. Following instructions given by the purchaser,
this property is being conveyed to the Grantee as stated above.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of One
Thousand Seven Hundred Fifty Dollars, (\$1,750.00), the receipt thereof is hereby
acknowledged. Grantor does hereby grant and convey unto the said Grantees, their heirs,
successors or assigns the following described property to-wit:

GIRARD TOWNSHIP
#114-006-000-00087
10.881 A IN FEE

BBING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax Claim No.
2000-4993 as the property of MICHAEL C. STYERS & SHELIA S. STYERS, AS CONVEYED TO THEM
IN INSTRUMENT NUMBER 20015848.

#200015848

ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the center line of Township Road T-635, a 33 foot right-of-way, with the Southern right-of-way line of Pennsylvania State Route SR-0879, said point being the Northwest corner of the parcel herein conveyed and running; thence along the center line of Township Road T-635, the following courses and distances: South twelve degrees twenty-seven minutes thirty-two seconds West ($S 12^\circ 27' 32'' W$), a distance of 178.87 feet to a point; South sixteen degrees, forty-eight minutes thirteen seconds West ($S 16^\circ 48' 13'' W$), a distance of 156.06 feet to a point; South thirty-three degrees, fifty-eight minutes two seconds West ($S 33^\circ 58' 02'' W$), a distance of 152.65 feet to a point; South fifty-eight degrees twenty-five minutes fifty-one seconds West ($S 58^\circ 25' 51'' W$), a distance of 130.26 feet to a point; South seventy-two degrees thirty-nine minutes twenty-nine seconds West ($S 72^\circ 39' 29'' W$), a distance of 136.84 feet to a point; South seventy-six degrees thirty-nine minutes seventeen seconds West ($S 76^\circ 39' 17'' W$), a

distance of 75.36 feet to a point; thence through lands of the Grantor for a new line and along the western line of Lot Number 2 North zero degrees forty-nine minutes eight seconds West ($N 00^\circ 49' 08'' W$) passing through a $3/4''$ rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 595.09 feet to a $3/4''$ rebar (set), said rebar being on the Southern right-of-way of Pennsylvania State Route SR-0879; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 the following courses and distances: South eighty-seven degrees, fifteen minutes forty-five seconds East ($S 87^\circ 15' 45'' E$), a distance of 118.63 feet to a $3/4''$ rebar (set); South eighty-eight degrees forty-two minutes six seconds East ($S 88^\circ 42' 06'' E$), a distance of 223.57 feet to a $3/4''$ rebar (set); South eighty-seven degrees fourteen minutes thirty-nine seconds East ($S 87^\circ 14' 39'' E$) passing through a $3/4''$ rebar (set) at a distance of 125.60 feet and continuing on for a total distance of 150.60 feet to a point and place of beginning.

CONTAINING 5.061 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Panoyer.

BEING the same premises conveyed to NBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated June 7, 1999, and recorded at the Clearfield County Office of Register & Recorder at Instrument No. 199911738.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

SECOND THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (found) on the Southern right-of-way of Pennsylvania State Route SR-0879, said rebar being the Northeast corner of lands of Rosemarie and John P. Flaherty as recorded in Deed Book 1359, Page 233, said rebar also being the Northwest corner of the parcel herein conveyed and running; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 South eight-seven degrees thirty-eight minutes thirty-eight seconds East (S 87° 38' 38" E), a distance of 245.31 feet to a point; thence still along the Southern right-of-way of Pennsylvania State Route SR-0879 South eighty-seven degrees fifteen minutes forty-five seconds East (S 87° 15' 45" E), a distance of 398.57 feet to a $\frac{3}{4}$ " rebar (set); thence through the lands of the Grantor for a new line and along the Western line of Lot Number 1 South zero degrees forty-nine minutes eight seconds East (S 00° 49' 08" E) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 570.09 feet and continuing on for a total distance of 595.09 feet to a point, said point being on the center line of Township Road T-635; thence along the center line of Township Road T-635 the following courses and distances: South seventy degrees three minutes eight seconds West (S 70° 03' 08" W), a distance of 191.69 feet to a point; South sixty-seven degrees, seventeen minutes forty-one seconds West (67° 17' 41" W), a distance of 153.38 feet to a point; South sixty-seven degrees fourteen minutes forty-seven seconds West (S 67° 14' 47" W), a distance of 158.07 feet to a point; South fifty-two degrees thirty-four minutes fifty-two seconds West (S 52° 34' 52" W), a distance of 90.49 feet to a point; South twenty-five degrees twenty-one minutes twenty-eight seconds West (S 25° 21' 28" W), a distance of 114.18 feet to a point; thence along the Eastern line of lands of Kovalick Lumber Co. as recorded in Deed Book 790, Page 597 North zero degrees fifty-one minutes two seconds West (N 00° 51' 02" W), a distance of 154.59 feet to a $\frac{1}{2}$ " rebar (found); thence still along the lands of Kovalick Lumber Co. South eighty-nine degrees seven minutes thirty seconds West (S 89° 07' 30" W), a distance of 49.59 feet to a $\frac{3}{4}$ " rebar (found), said rebar being the Southeastern corner of lands of Rosemarie and John P. Flaherty; thence along the Eastern line of lands of Rosemarie and John P. Flaherty North zero degrees forty-nine minutes eight seconds West (N 00° 49' 08" W), a distance of 814.34 feet to a $\frac{3}{4}$ " rebar (found) and place of beginning.

CONTAINING 10.881 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated July 7, 1999, and recorded at Clearfield County Office of Register & Recorder at Instrument No. 199911739.

EXHIBIT "B"

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praeclipe for Writ of Execution was filed, the following information concerning the real property located in the Township of Decatur, County of Clearfield, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Michael Styers Trucking, Inc.
c/o Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Tiger Development Group, Inc.
c/o Jeremy Gastiger
206 E. Southey Avenue
Altoona, PA 16602

2. The name and address of the Defendant in judgment is as follows:

Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Michael Styers Trucking, Inc.
c/o Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Tiger Development Group, Inc.
c/o Jeremy Gastiger
206 E. Southey Avenue
Altoona, PA 16602

3. The name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Beneficial Mortgage Company
961 Weigel Drive
Elmhurst, IL 60126

Washington Mutual Bank
9451 Corlin Avenue, P.O. Box 1093
Northridge, CA 91324

First Commonwealth Bank
601 Philadelphia Street
Indiana, PA 15701

Clearfield Bank and Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

Commonwealth of Pennsylvania
Department of Revenue
Department 281061
Harrisburg, PA 17128-1061

NBOC Bank
709 Hannah Street
Houtzdale, PA 16651

4. Name and address of the last recorded holder of every mortgage of record:

Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

5. Name and address of every other person who has any record lien on the property:

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

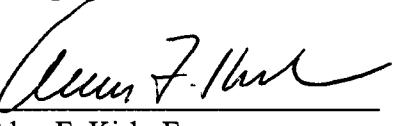
Clearfield County Tax Claim Bureau
Clearfield, PA 16830

7. Name and address 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 or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 3-1-4



Alan F. Kirk, Esq.
Attorney for Plaintiff

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

| | | |
|---|---|-----------------------------------|
| CLEARFIELD BANK AND TRUST |) | No. 03-1828-CD |
| COMPANY, |) | |
| vs. |) | |
| MICHAEL C. STYERS and SHEILA S. |) | Filed on Behalf of: Plaintiff |
| STYERS, husband and wife, and MICHAEL |) | |
| STYERS TRUCKING, INC., both |) | |
| individually, jointly and severally and TIGER |) | |
| DEVELOPMENT GROUP, INC. |) | |
| Defendants |) | |
| |) | Counsel of Record for this Party: |
| |) | ALAN F. KIRK, ESQUIRE |
| |) | Supreme Court # 36893 |
| |) | 1375 Martin Street, Suite 204 |
| |) | State College, PA 16803 |
| |) | (814) 234.2048 |

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the _____
on _____, 2004 at
_____ a.m., prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

| | | |
|---|---|--|
| CLEARFIELD BANK AND TRUST COMPANY, |) | No. 03-1828-CD |
| vs. |) | |
| MICHAEL C. STYERS and SHEILA S. STYERS, husband and wife, and MICHAEL STYERS TRUCKING, INC., both individually, jointly and severally and TIGER DEVELOPMENT GROUP, INC. |) | Type of Pleading: WRIT OF EXECUTION |
| vs. |) | Filed on Behalf of: Plaintiff |
| Defendants |) | |
| |) | Counsel of Record for this Party: |
| |) | ALAN F. KIRK, ESQUIRE |
| |) | Supreme Court # 36893 |
| |) | 1375 Martin Street, Suite 204 |
| |) | State College, PA 16803 |
| |) | (814) 234.2048 |

WRIT OF EXECUTION
NOTICE

TO: Michael C. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Michael Styers Trucking, Inc.
c/o Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Tiger Development Group, Inc.
c/o Jeremy Gastiger
206 E. Southey Avenue
Altoona, PA 16602

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 \$300.00. 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 exemption, 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.

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 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 DIVISION

CLEARFIELD BANK AND TRUST) No. 03-1828-CD
COMPANY,)
vs. Plaintiff) Type of Pleading: WRIT OF
MICHAEL C. STYERS and SHEILA S.) EXECUTION
STYERS, husband and wife, and MICHAEL)
STYERS TRUCKING, INC., both)
individually, jointly and severally and TIGER)
DEVELOPMENT GROUP, INC.)
Defendants) Filed on Behalf of: Plaintiff
) Counsel of Record for this Party:
) ALAN F. KIRK, ESQUIRE
) Supreme Court # 36893
) 1375 Martin Street, Suite 204
) State College, PA 16803
) (814) 234.2048

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above named Defendants, **MICHAEL C. STYERS and SHEILA S. STYERS, husband and wife, and MICHAEL STYERS TRUCKING, INC., both individually, jointly and severally and TIGER DEVELOPMENT GROUP, INC.**, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

(i) Set aside in kind (specify property to be set aside in kind): _____;

(ii) Paid in cash following the sale of the property levied upon; or _____;

(b) I claim the following exemption (specify property and basis of exemption): _____;

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300 statutory exemption: ____ in cash: ____ in kind (specify property): _____

(b) Social Security benefits on deposit in the amount of \$_____;

(c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at _____
(address)

(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Date: _____

Date: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF

THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW

Clearfield Bank & Trust Company

Vs.

NO.: 2003-01828-CD

Michael C. Styers and Sheila S. Styers,
husband and wife, and Michael Styers Trucking, Inc.,
both individually, jointly and severally and
Tiger Development Group, Inc.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from MICHAEL C. STYERS and SHEILA S. STYERS, husband and wife, and MICHAEL STYERS TRUCKING, INC., both individually, jointly and severally and TIGER DEVELOPMENT GROUP, INC., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

(3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$83,995.44

PAID: \$125.00

INTEREST continuing on the principal balance from
February 10, 2004 plus costs

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: March 5, 2004

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Alan F. Kirk, Esq.
1375 Martin St., Suite 204
State College, PA 16803
(814) 234-2048

Sheriff

EXHIBIT

tabber

A

TAX CLAIM BUREAU DEED

AFFIDAVIT No: 35977

MADE the Nineteenth day of November in the year of our Lord, 2002.

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments thereto,
hereinafter called the GRANTOR,

AND

TIGER DEVELOPMENT GROUP, INC.

hereinafter referred to as "GRANTEE"

WHEREAS, the hereinafter described premises were assessed in the name
of MICHAEL C. STYERS & SHELIA S. STYERS, and taxes levied for the year 2000 thru 2001,
which have not been paid and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania and became liened; and

WHEREAS, after proceeding under the provisions of the Act aforesaid,
the Tax Claim Bureau did expose the said premises to public sale on the Thirteenth day
of September 2002; and

WHEREAS, the said premises were sold at said public sale for the sum of One Thousand
Seven Hundred Fifty Dollars, (\$1,750.00), paid by TIGER DEVELOPMENT GROUP, INC., as
more particularly shown in the report and return of said sale by the Tax Claim Bureau,
and at the subsequent confirmation thereof by the Court of Common Pleas of Clearfield
County, Pennsylvania, in 02-1593-CD. Following instructions given by the purchaser,
this property is being conveyed to the Grantee as stated above.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of One
Thousand Seven Hundred Fifty Dollars, (\$1,750.00), the receipt thereof is hereby
acknowledged. Grantor does hereby grant and convey unto the said Grantees, their heirs,
successors or assigns the following described property to-wit:.

GIRARD TOWNSHIP
#114-006-000-00087
10.861 A IN FEE

BBING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax Claim No.
2000-4993 as the property of MICHAEL C. STYERS & SHELIA S. STYERS,, AS CONVEYED TO THEM
IN INSTRUMENT NUMBER 20015848.

#200015848

ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the center line of Township Road T-635, a 33 foot right-of-way, with the Southern right-of-way line of Pennsylvania State Route SR-0879, said point being the Northwest corner of the parcel herein conveyed and running, thence along the center line of Township Road T-635, the following courses and distances: South twelve degrees twenty-seven minutes thirty-two seconds West (S 12° 27' 32" W), a distance of 178.87 feet to a point; South sixteen degrees, forty-eight minutes thirteen seconds West (S 16° 48' 13" W), a distance of 156.06 feet to a point; South thirty-three degrees, fifty-eight minutes two seconds West (S 33° 58' 02" W), a distance of 152.65 feet to a point; South fifty-eight degrees twenty-five minutes fifty-one seconds West (S 58° 25' 51" W), a distance of 130.26 feet to a point; South seventy-two degrees thirty-nine minutes twenty-nine seconds West (S 72° 39' 29" W), a distance of 136.84 feet to a point; South seventy-six degrees thirty-nine minutes seventeen seconds West (S 76° 39' 17" W), a

distance of 75.35 feet to a point; thence through lands of the Grantor for a new line and along the western line of Lot Number 2 North zero degrees forty-nine minutes eight seconds West (N 00° 49' 08" W) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 595.09 feet to a 3/4" rebar (set), said rebar being on the Southern right-of-way of Pennsylvania State Route SR-0879; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 the following courses and distances: South eighty-seven degrees, fifteen minutes forty-five seconds East (S 87° 15' 45" E), a distance of 118.63 feet to a 3/4" rebar (set); South eighty-eight degrees forty-two minutes six seconds East (S 88° 42' 06" E), a distance of 223.57 feet to a 3/4" rebar (set); South eighty-seven degrees fourteen minutes thirty-nine seconds East (S 87° 14' 39" E) passing through a 3/4" rebar (set) at a distance of 125.60 feet and continuing on for a total distance of 150.60 feet to a point and place of beginning.

CONTAINING 5.061 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on Survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Panoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated June 7, 1999, and recorded at the Clearfield County Office of Register & Recorder at Instrument No. 19991173B.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

SECOND THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (found) on the Southern right-of-way of Pennsylvania State Route SR-0879, said rebar being the Northeast corner of lands of Rosemarie and John P. Flaherty as recorded in Deed Book 1359, Page 233, said rebar also being the Northwest corner of the parcel herein conveyed and running; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 South eight-seven degrees thirty-eight minutes thirty-eight seconds East ($S 87^\circ 38' 38'' E$), a distance of 245.31 feet to a point; thence still along the Southern right-of-way of Pennsylvania State Route SR-0879 South eighty-seven degrees fifteen minutes forty-five seconds East ($S 87^\circ 15' 45'' E$), a distance of 398.57 feet to a $\frac{3}{4}$ " rebar (set); thence through the lands of the Grantor for a new line and along the Western line of Lot Number 1 South zero degrees forty-nine minutes eight seconds East ($S 00^\circ 49' 08'' E$) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 570.09 feet and continuing on for a total distance of 595.09 feet to a point, said point being on the center line of Township Road T-635; thence along the center line of Township Road T-635 the following courses and distances: South seventy degrees three minutes eight seconds West ($S 70^\circ 03' 08'' W$), a distance of 191.69 feet to a point; South sixty-seven degrees, seventeen minutes forty-one seconds West ($67^\circ 17' 41'' W$), a distance of 153.38 feet to a point; South sixty-seven degrees fourteen minutes forty-seven seconds West ($S 67^\circ 14' 47'' W$), a distance of 158.07 feet to a point; South fifty-two degrees thirty-four minutes fifty-two seconds West ($S 52^\circ 34' 52'' W$), a distance of 90.49 feet to a point; South twenty-five degrees twenty-one minutes twenty-eight seconds West ($S 25^\circ 21' 28'' W$), a distance of 114.18 feet to a point; thence along the Eastern line of lands of Kovalick Lumber Co. as recorded in Deed Book 790, Page 597 North zero degrees fifty-one minutes two seconds West ($N 00^\circ 51' 02'' W$), a distance of 154.59 feet to a $\frac{3}{4}$ " rebar (found); thence still along the lands of Kovalick Lumber Co. South eighty-nine degrees seven minutes thirty seconds West ($S 89^\circ 07' 30'' W$), a distance of 49.59 feet to a $\frac{3}{4}$ " rebar (found), said rebar being the Southeastern corner of lands of Rosemarie and John P. Flaherty; thence along the Eastern line of lands of Rosemarie and John P. Flaherty North zero degrees forty-nine minutes eight seconds West ($N 00^\circ 49' 08'' W$), a distance of 814.34 feet to a $\frac{3}{4}$ " rebar (found) and place of beginning.

CONTAINING 10.881 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated July 7, 1999, and recorded at Clearfield County Office of Register & Recorder at Instrument No. 199911739.

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

FILED

MAY 19 2004

CLEARFIELD BANK AND TRUST : No. 03-1828-CD
COMPANY, :
Plaintiff :
MICHAEL C. STYERS and SHEILA S. : Type of Pleading: AFFIDAVIT OF
STYERS, husband and wife, MICHAEL : SERVICE
STYERS TRUCKING, INC., both :
individually, jointly and severally and : Filed on Behalf of: Plaintiff
TIGER DEVELOPMENT GROUP, INC. :
Defendants : Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

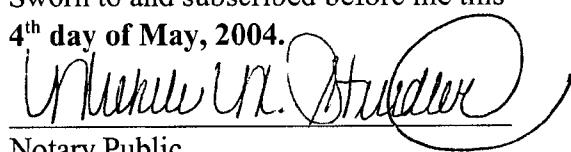
I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that
on the 4th day of **May, 2004**, a true and correct copy of the Notice of Sheriff's Sale of Real
Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129
which is attached hereto as Exhibit "A".

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof
and marked as Exhibit "B".

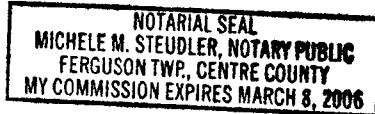


Alan F. Kirk, Esquire

Sworn to and subscribed before me this
4th day of May, 2004.



Notary Public



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

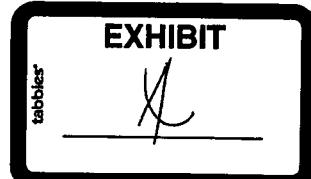
CLEARFIELD BANK AND TRUST COMPANY, : No. 03-1828-CD
Plaintiff : Type of Pleading: NOTICE
MICHAEL C. STYERS and SHEILA S. STYERS, husband and wife, MICHAEL STYERS TRUCKING, INC., both individually, jointly and severally and TIGER DEVELOPMENT GROUP, INC. : Filed on Behalf of: Plaintiff
Defendants : Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

DATE: May 4, 2004
TO: ALL PARTIES IN INTEREST AND CLAIMANTS
OWNER(S): Michael C. Styers and Sheila S. Styers, Michael Styers Trucking, Inc. and Tiger Development Group, Inc.
PROPERTY: Girard Township, Clearfield County, Pennsylvania

The above-captioned property is scheduled to be sold at the Clearfield County Courthouse on June 4, 2004, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.



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

CLEARFIELD BANK AND TRUST : No. 03-1828-CD
COMPANY, :
Plaintiff :
MICHAEL C. STYERS and SHEILA S. : Type of Pleading: AFFIDAVIT
STYERS, husband and wife, MICHAEL :
STYERS TRUCKING, INC., both : Filed on Behalf of: Plaintiff
individually, jointly and severally and :
TIGER DEVELOPMENT GROUP, INC. :
Defendants : Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

AFFIDAVIT PURSUANT TO RULE 3129

I, ALAN F. KIRK, ESQUIRE, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located in the Township of Girard, Clearfield County, Pennsylvania, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. The name and address of the owners of the property are as follows:

Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Michael Styers Trucking, Inc.
c/o Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Tiger Development Group, Inc.
c/o Jeremy Gastiger
206 E. Southey Avenue
Altoona, PA 16602

2. The name and address of the Defendant in judgment is as follows:

Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
Lecontes Mills, PA 16850

Michael Styers Trucking, Inc.
c/o Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Tiger Development Group, Inc.
c/o Jeremy Gastiger
206 E. Southey Avenue
Altoona, PA 16602

3. The name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Beneficial Mortgage Company
961 Weigel Drive
Elmhurst, IL 60126

Washington Mutual Bank
9451 Corlin Avenue, P.O. Box 1093
Northridge, CA 91324

First Commonwealth Bank
601 Philadelphia Street
Indiana, PA 15701

Clearfield Bank and Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

Commonwealth of Pennsylvania
Department of Revenue
Department 281061
Harrisburg, PA 17128-1061

NBOC Bank
709 Hannah Street
Houtzdale, PA 16651

4. Name and address of the last recorded holder of every mortgage of record:

Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

5. Name and address of every other person who has any record lien on the property:

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

**Clearfield County Tax Claim Bureau
Clearfield, PA 16830**

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

Date 5-04-04

Alan F. Kirk

Alan F. Kirk, Esquire
Attorney for Plaintiff

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

Sheriff's Office Clearfield County

CHESTER A. HAWKINS
SHERIFF

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

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

APRIL 19, 2004

ALAN F. KIRK., ESQ.
1375 MARTIN STREET, SUITE 204
STATE COLLEGE, PA 16803

RE: CLEARFIELD BANK & TRUST COMPANY

VS

MICHAEL C. STYERS AND SHEILA S. STYERS, HUSBAND AND WIFE, AND
MICHAEL STYERS TRUCKING, INC. BOTH INDIVIDUALLY, JOINTLY AND
SEVERALLY AND TIGER DEVELOPMENT GROUP, INC.

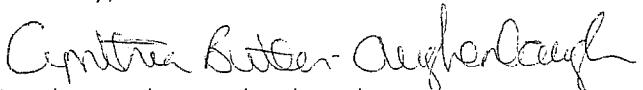
NO 03-1828-CD

Dear MR. KIRK:

This is notice that a Sheriff Sale has been set in the above mentioned execution for Friday, JUNE 4, 2004, at 10:00 A.M. in our office.

You must have a representative present at the sale or it will be returned as abandoned. If you have any question, please feel free to call me at 814-765-2641, ext. 1361. Thank you.

Sincerely,


Cynthia Butler-Aughenbaugh
Office Manager

Enclosure

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

| | | |
|---|---|-----------------------------------|
| CLEARFIELD BANK AND TRUST |) | No. 03-1828-CD |
| COMPANY, |) | |
| vs. |) | |
| MICHAEL C. STYERS and SHEILA S. |) | Filed on Behalf of: Plaintiff |
| STYERS, husband and wife, and MICHAEL |) | |
| STYERS TRUCKING, INC., both |) | |
| individually, jointly and severally and TIGER |) | |
| DEVELOPMENT GROUP, INC. |) | |
| Defendants |) | |
| |) | Counsel of Record for this Party: |
| |) | ALAN F. KIRK, ESQUIRE |
| |) | Supreme Court # 36893 |
| |) | 1375 Martin Street, Suite 204 |
| |) | State College, PA 16803 |
| |) | (814) 234.2048 |

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, SUITE 116, on CLEARFIELD, PA FRIDAY, JUNE 4, 2004 at 10:00 a.m., prevailing time.

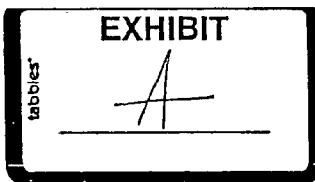
TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF



TAX CLAIM BUREAU DEED

AFFIDAVIT No. 35977

MADE the Nineteenth day of November in the year of our Lord, 2002.

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments thereto,
hereinafter called the GRANTOR,

AND

TIGER DEVELOPMENT GROUP, INC.

hereinafter referred to as "GRANTEE"

WHEREAS, the hereinafter described premises were assessed in the name
of MICHAEL C. STYERS & SHELIA S. STYERS, and taxes levied for the year 2000 thru 2001,
which have not been paid and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania and became liened; and

WHEREAS, after proceeding under the provisions of the Act aforesaid,
the Tax Claim Bureau did expose the said premises to public sale on the Thirteenth day
of September 2002; and

WHEREAS, the said premises were sold at said public sale for the sum of One Thousand
Seven Hundred Fifty Dollars, (\$1,750.00), paid by TIGER DEVELOPMENT GROUP, INC., as
more particularly shown in the report and return of said sale by the Tax Claim Bureau,
and at the subsequent confirmation thereof by the Court of Common Pleas of Clearfield
County, Pennsylvania, in 02-1593-CD. Following instructions given by the purchaser,
this property is being conveyed to the Grantee as stated above.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of One
Thousand Seven Hundred Fifty Dollars, (\$1,750.00), the receipt thereof is hereby
acknowledged. Grantor does hereby grant and convey unto the said Grantees, their heirs,
successors or assigns the following described property to-wit:..

GIRARD TOWNSHIP
#114-006-000-00087
10.861 A IN FEE

BEING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax Claim No.
2000-4993 as the property of MICHAEL C. STYERS & SHELIA S. STYERS, AS CONVEYED TO THEM
IN INSTRUMENT NUMBER 20015848.

200015848

ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the center line of Township Road T-635, a 33 foot right-of-way, with the Southern right-of-way line of Pennsylvania State Route SR-0879, said point being the Northwest corner of the parcel herein conveyed and running, thence along the center line of Township Road T-635, the following courses and distances: South twelve degrees twenty-seven minutes thirty-two seconds West ($S 12^\circ 27' 32'' W$), a distance of 178.87 feet to a point; South sixteen degrees, forty-eight minutes thirteen seconds West ($S 16^\circ 48' 13'' W$), a distance of 156.08 feet to a point; South thirty-three degrees, fifty-eight minutes two seconds West ($S 33^\circ 58' 02'' W$), a distance of 152.65 feet to a point; South fifty-eight degrees twenty-five minutes fifty-one seconds West ($S 58^\circ 25' 51'' W$), a distance of 130.26 feet to a point; South seventy-two degrees thirty-nine minutes twenty-nine seconds West ($S 72^\circ 39' 29'' W$), a distance of 136.84 feet to a point; South seventy-six degrees thirty-nine minutes seventeen seconds West ($S 76^\circ 39' 17'' W$), a

distance of 75.35 feet to a point; thence through lands of the Grantor for a new line and along the western line of Lot Number 2 North zero degrees forty-nine minutes eight seconds West ($N 00^\circ 49' 08'' W$) passing through a $3/4''$ rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 595.09 feet to a $3/4''$ rebar (set), said rebar being on the Southern right-of-way of Pennsylvania State Route SR-0879; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 the following courses and distances: South eighty-seven degrees, fifteen minutes forty-five seconds East ($S 87^\circ 15' 45'' E$), a distance of 118.63 feet to a $3/4''$ rebar (set); South eighty-eight degrees forty-two minutes six seconds East ($S 88^\circ 42' 06'' E$), a distance of 223.57 feet to a $3/4''$ rebar (set); South eighty-seven degrees fourteen minutes thirty-nine seconds East ($S 87^\circ 14' 39'' E$) passing through a $3/4''$ rebar (set) at a distance of 125.50 feet and continuing on for a total distance of 150.50 feet to a point and place of beginning.

CONTAINING 5.061 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Heza & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Panoyer.

BEING the same premises conveyed to KBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated June 7, 1999, and recorded at the Clearfield County Office of Register & Recorder at Instrument No. 199911732.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, encumbrances, and conditions as contained in prior deeds of conveyance.

SECOND THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (found) on the Southern right-of-way of Pennsylvania State Route SR-0879, said rebar being the Northeast corner of lands of Rosemarie and John P. Flaherty as recorded in Deed Book 1359, Page 233, said rebar also being the Northwest corner of the parcel herein conveyed and running; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 South eight-seven degrees thirty-eight minutes thirty-eight seconds East (S 87° 38' 38" E), a distance of 245.31 feet to a point; thence still along the Southern right-of-way of Pennsylvania State Route SR-0879 South eighty-seven degrees fifteen minutes forty-five seconds East (S 87° 15' 45" E), a distance of 398.57 feet to a $\frac{3}{4}$ " rebar (set); thence through the lands of the Grantor for a new line and along the Western line of Lot Number 1 South zero degrees forty-nine minutes eight seconds East (S 00° 49' 08" E) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 570.09 feet and continuing on for a total distance of 595.09 feet to a point, said point being on the center line of Township Road T-635; thence along the center line of Township Road T-635 the following courses and distances: South seventy degrees three minutes eight seconds West (S 70° 03' 08" W), a distance of 191.69 feet to a point; South sixty-seven degrees, seventeen minutes forty-one seconds West (67° 17' 41" W), a distance of 153.38 feet to a point; South sixty-seven degrees fourteen minutes forty-seven seconds West (S 67° 14' 47" W), a distance of 158.07 feet to a point; South fifty-two degrees thirty-four minutes fifty-two seconds West (S 52° 34' 52" W), a distance of 90.49 feet to a point; South twenty-five degrees twenty-one minutes twenty-eight seconds West (S 25° 21' 28" W), a distance of 114.18 feet to a point; thence along the Eastern line of lands of Kovalick Lumber Co. as recorded in Deed Book 790, Page 597 North zero degrees fifty-one minutes two seconds West (N 00° 51' 02" W), a distance of 154.59 feet to a $\frac{1}{4}$ " rebar (found); thence still along the lands of Kovalick Lumber Co. South eighty-nine degrees seven minutes thirty seconds West (S 89° 07' 30" W), a distance of 49.59 feet to a $\frac{3}{4}$ " rebar (found), said rebar being the Southeastern corner of lands of Rosemarie and John P. Flaherty; thence along the Eastern line of lands of Rosemarie and John P. Flaherty North zero degrees forty-nine minutes eight seconds West (N 00° 49' 08" W), a distance of 814.34 feet to a $\frac{3}{4}$ " rebar (found) and place of beginning.

CONTAINING 10.881 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated July 7, 1999, and recorded at Clearfield County Office of Register & Recorder at Instrument No. 199911739.

SEIZED, taken in execution to be sold as the property of MICHAEL C. STYERS AND SHEILA S. STYERS, HUSBAND AND WIFE, AND MICHAEL STYERS TRUCKING, INC., BOTH INDIVIDUALLY, JOINTLY AND SEVERALLY AND TIGER DEVELOPMENT GROUP, INC.
JUDGMENT NO. 03-1828-CD.

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Wian F. Kirk, Esq.

1375 Martin St. Ste 204
State College PA 16803

0000

PA
GE, PA
16
\$0.90
00017132-17

U.S. POSTAGE
PAID
STATE COLLEGE, PA
MAY 04, 04
AMOUNT

One piece of ordinary mail addressed to:

1 Domical Mortgage Co.
961 Wrigg Dr.
Elmhurst, IL 60126

PS Form 3817, January 2001

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Wian F. Kirk, Esq.

1375 Martin St. Ste 204
State College, PA 16803

0000

PA
GE, PA
16
\$0.90
00017132-17

U.S. POSTAGE
PAID
STATE COLLEGE, PA
MAY 04, 04
AMOUNT

One piece of ordinary mail addressed to:

First Commonwealth Bank
101 Philadelphia St.
Indiana, PA 15701

PS Form 3817, January 2001

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Wian F. Kirk, Esq.

1375 Martin St. Ste 204
State College, PA 16803

0000

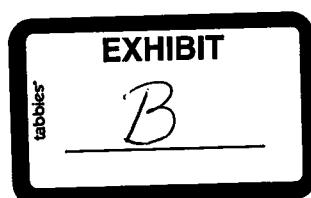
PA
GE, PA
16
\$0.90
00017132-17

U.S. POSTAGE
PAID
STATE COLLEGE, PA
MAY 04, 04
AMOUNT

One piece of ordinary mail addressed to:

Commonwealth of Pennsylvania
Dept. of Revenue
Dept. #87061
Harrisburg, PA 17128-100

PS Form 3817, January 2001



| U.S. POSTAL SERVICE | | CERTIFICATE OF MAILING | |
|--|--|---|--|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER | | | |
| Received From: | | WAN F. KIRK, Esq. | |
| | | 1375 Martin Street, Ste 204 | |
| | | State College, PA 16803 | |
| | | One piece of ordinary mail addressed to: | |
| | | NIBCO BANK | |
| | | 709 Nannah Street | |
| | | Mountdale, PA 16651 | |
| | | 0000 | |
| | | \$0.90 | |
| | | 00017132-17 | |
| | | U.S. POSTAGE PAID STATE COLLEGE, PA MAY 16, 2001 AMOUNT | |
| | | UNITED STATES POSTAL SERVICE | |

PS Form 3817, January 2001

| U.S. POSTAL SERVICE | | CERTIFICATE OF MAILING | |
|--|--|---|--|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER | | | |
| Received From: | | WAN F. KIRK, Esq. | |
| | | 1375 Martin St. Ste 204 | |
| | | State College PA 16803 | |
| | | One piece of ordinary mail addressed to: | |
| | | Tiger Development Group, L | |
| | | c/o Jeremy Giastinger | |
| | | 206 Southway Ave. | |
| | | Hoonah, PA 16602 | |
| | | 0000 | |
| | | \$0.90 | |
| | | 00017132-17 | |
| | | U.S. POSTAGE PAID STATE COLLEGE, PA MAY 04, 2001 AMOUNT | |
| | | UNITED STATES POSTAL SERVICE | |

PS Form 3817, January 2001

| U.S. POSTAL SERVICE | | CERTIFICATE OF MAILING | |
|--|--|---|--|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER | | | |
| Received From: | | WAN F. KIRK, Esq. | |
| | | 1375 Martin Street, Ste 204 | |
| | | State College, PA 16803 | |
| | | One piece of ordinary mail addressed to: | |
| | | Washington Mutual Bank | |
| | | 9451 Corbin Avenue, PO Box 10 | |
| | | Northridge, OH 44334 | |
| | | 0000 | |
| | | \$0.90 | |
| | | 00017132-17 | |
| | | U.S. POSTAGE PAID STATE COLLEGE, PA MAY 04, 2001 AMOUNT | |
| | | UNITED STATES POSTAL SERVICE | |

PS Form 3817, January 2001

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

John F. Kirk, Esq.
1375 Martin Street Ste 2
State College PA 16803



0.00

\$0.90
00017132-17

U.S. POSTAGE
PAID
STATE COLLEGE, PA
MAY 16, 2001
AMOUNT

One piece of ordinary mail addressed to:

Michael Styers Trucking Inc
10 Michael C. + Sheila S. Styers
78 Stonehouse Rd.
Leontas Mills, PA 16850

PS Form 3817, January 2001

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

John F. Kirk, Esquire
1375 Martin St. Suite 204
State College, PA 16803



0.00

\$0.90
00017132-17

U.S. POSTAGE
PAID
STATE COLLEGE, PA
MAY 16, 2001
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10 Michael C. + Sheila S. Styers
78 Stonehouse Rd.
Leontas Mills, PA 16850

PS Form 3817, January 2001

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Received From:

John F. Kirk, Esquire
1375 Martin St. Ste 204
State College, PA 16803



0.00

\$0.90
00017132-17

U.S. POSTAGE
PAID
STATE COLLEGE, PA
MAY 16, 2001
AMOUNT

One piece of ordinary mail addressed to:
Mr. Michael C. Styers
Ms. Sheila S. Styers
78 Stonehouse Road
Leontas Mills, PA 16850

PS Form 3817, January 2001

| U.S. POSTAL SERVICE | | CERTIFICATE OF MAILING | |
|---|--|--|--|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER | | | |
| Received From: | | 0000 | |
| <u>Mark Kirk, Esquire</u> <u>1375 Martin St. Ste 904</u> <u>State College PA 16803</u> | |  U.S. POSTAGE PAID STATE COLLEGE, PA MAY 15, 2001 00017132-17 \$0.90 AMOUNT | |
| One piece of ordinary mail addressed to: <u>Clearfield Bank & Trust</u> <u>11 N. Second St. Ste A</u> <u>P.O. Box</u> <u>Clearfield, PA 16830</u> | | | |

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15427
NO: 03-1828-CD

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY

vs.

DEFENDANT: MICHAEL C. STYERS, SHEILA S. STYERS AND MICHAEL STYERS TRUCKING, INC., AND TIGER DEVELOPMENT GROUP, INC

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/05/2004

LEVY TAKEN 04/28/2004 @ 8:30 AM

POSTED 04/28/2004 @ 8:30 AM

SALE HELD 07/02/2004

SOLD TO CLEARFIELD BANK & TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/05/2005

DATE DEED FILED 04/05/2005

PROPERTY ADDRESS 78 STONEHOUSE ROAD LECONTES MILLS , PA 16850

FILED
04/06/2005
APR 06 2005
GK
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

04/28/2004 @ 8:30 AM SERVED MICHAEL C. STYERS

SERVED MICHAEL C. STYERS, DEFENDANT, AT HIS RESIDENCE/ EMPLOYMENT 78 STONEHOUSE ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL C. STYERS

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

04/28/2004 @ 8:30 AM SERVED SHEILA S. STYERS

SERVED SHEILA S. STYERS, DEFENDANT, T HER RESIDENCE 78 STONEHOUSE ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHAEL C. STYERS, HUSBAND/DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

04/28/2004 @ 8:30 AM SERVED MICHAEL STYERS TRUCKING, INC.

SERVED MICHAEL STYERS TRUCKING, INC., BY HANDING TO MICHAEL C. STYERS, PERSON IN CHARGE, AT THE PLACE OF EMPLOYMENT 78 STONEHOUSE ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

05/11/2004 @ 10:50 AM SERVED TIGER DEVELOPMENT GROUP, INC. C/O JEREMY GASTIGER

BLAIR COUNTY SERVED TIGER DEVELOPMENT GROUP, INC. C/O JEREMY GASTIGER AT 206 E. SOUTHEY AVENUE, ALTOONA, PENNSYLVANIA BY HANDING TO MELISA GASTIGER, WIFE OF THE DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15427
NO: 03-1828-CD

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY

vs.

DEFENDANT: MICHAEL C. STYERS, SHEILA S. STYERS AND MICHAEL STYERS TRUCKING, INC., AND TIGER DEVELOPMENT GROUP, INC

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

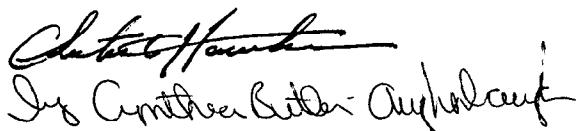
SHERIFF HAWKINS \$260.42

SURCHARGE \$80.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


In witness whereof, I have hereunto set my hand and seal this 1st day of August, 2005.
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Clearfield Bank & Trust Company

Vs.

NO.: 2003-01828-CD

Michael C. Styers and Sheila S. Styers,
husband and wife, and Michael Styers Trucking, Inc.,
both individually, jointly and severally and
Tiger Development Group, Inc.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from MICHAEL C. STYERS and SHEILA S. STYERS, husband and wife, and MICHAEL STYERS TRUCKING, INC., both individually, jointly and severally and TIGER DEVELOPMENT GROUP, INC., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

(3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$83,995.44

PAID: \$125.00

INTEREST continuing on the principal balance from

SHERIFF: \$

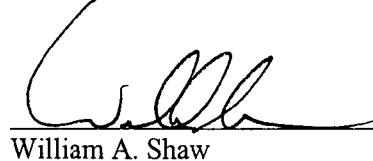
February 10, 2004 plus costs

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: March 5, 2004



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 5th day
of March A.D. 2004
At 12:45 A.M./P.M.

Requesting Party: Alan F. Kirk, Esq.
1375 Martin St., Suite 204
State College, PA 16803
(814) 234-2048

Chester A. Hawkins
Sheriff by Cynthia Butler, Auditor/Deed

EXHIBIT

A

TAX CLAIM BUREAU DEED

AFFIDAVIT No. 35977

MADE the Nineteenth day of November in the year of our Lord, 2002.

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments thereto,
hereinafter called the GRANTOR,

AND

TIGER DEVELOPMENT GROUP, INC.

hereinafter referred to as "GRANTEE"

WHEREAS, the hereinafter described premises were assessed in the name
of MICHAEL C. STYERS & SHELIA S. STYERS, and taxes levied for the year 2000 thru 2001,
which have not been paid and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania and became liened; and

WHEREAS, after proceeding under the provisions of the Act aforesaid,
the Tax Claim Bureau did expose the said premises to public sale on the Thirteenth day
of September 2002; and

WHEREAS, the said premises were sold at said public sale for the sum of One Thousand
Seven Hundred Fifty Dollars, (\$1,750.00), paid by TIGER DEVELOPMENT GROUP, INC., as
more particularly shown in the report and return of said sale by the Tax Claim Bureau,
and at the subsequent confirmation thereof by the Court of Common Pleas of Clearfield
County, Pennsylvania, in 02-1593-CD. Following instructions given by the purchaser,
this property is being conveyed to the Grantee as stated above.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of One
Thousand Seven Hundred Fifty Dollars, (\$1,750.00), the receipt thereof is hereby
acknowledged. Grantor does hereby grant and convey unto the said Grantees, their heirs,
successors or assigns the following described property to-wit:.

GIRARD TOWNSHIP
#114-006-000-00087
10.861 A IN FEE

BEING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax Claim No.
2000-4993 as the property of MICHAEL C. STYERS & SHELIA S. STYERS, AS CONVEYED TO THEM
IN INSTRUMENT NUMBER 20015848.

200015848

ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the center line of Township Road T-635, a 33 foot right-of-way, with the Southern right-of-way line of Pennsylvania State Route SR-0879, said point being the Northwest corner of the parcel herein conveyed and running; thence along the center line of Township Road T-635, the following courses and distances: South twelve degrees twenty-seven minutes thirty-two seconds West ($S 12^\circ 27' 32'' W$), a distance of 178.87 feet to a point; South sixteen degrees, forty-eight minutes thirteen seconds West ($S 16^\circ 48' 13'' W$), a distance of 156.08 feet to a point; South thirty-three degrees, fifty-eight minutes two seconds West ($S 33^\circ 58' 02'' W$), a distance of 152.65 feet to a point; South fifty-eight degrees twenty-five minutes fifty-one seconds West ($S 58^\circ 25' 51'' W$), a distance of 130.26 feet to a point; South seventy-two degrees thirty-nine minutes twenty-nine seconds West ($S 72^\circ 39' 29'' W$), a distance of 136.84 feet to a point; South seventy-six degrees thirty-nine minutes seventeen seconds West ($S 76^\circ 39' 17'' W$), a

distance of 75.36 feet to a point; thence through lands of the Grantor for a new line and along the western line of Lot Number 2 North zero degrees forty-nine minutes eight seconds West ($N 00^\circ 49' 08'' W$) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 595.09 feet to a 3/4" rebar (set), said rebar being on the Southern right-of-way of Pennsylvania State Route SR-0879; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 the following courses and distances: South eighty-seven degrees, fifteen minutes forty-five seconds East ($S 87^\circ 15' 45'' E$), a distance of 118.63 feet to a 3/4" rebar (set); South eighty-eight degrees forty-two minutes six seconds East ($S 88^\circ 42' 06'' E$), a distance of 223.57 feet to a 3/4" rebar (set); South eighty-seven degrees fourteen minutes thirty-nine seconds East ($S 87^\circ 14' 39'' E$) passing through a 3/4" rebar (set) at a distance of 125.60 feet and continuing on for a total distance of 150.60 feet to a point and place of beginning.

CONTAINING 5.061 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on Survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Panoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated June 7, 1999, and recorded at the Clearfield County Office of Register & Recorder at Instrument No. 19991173B.

SUBJECT HOWEVER, to all restrictions, exceptions, reservations, easements, and conditions as contained in prior deeds of conveyance.

SECOND THEREOF, ALL that certain parcel of land located in the Township of Girard, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a $\frac{3}{4}$ " rebar (found) on the Southern right-of-way of Pennsylvania State Route SR-0879, said rebar being the Northeast corner of lands of Rosemarie and John P. Flaherty as recorded in Deed Book 1359, Page 233, said rebar also being the Northwest corner of the parcel herein conveyed and running; thence along the Southern right-of-way of Pennsylvania State Route SR-0879 South eight-seven degrees thirty-eight minutes thirty-eight seconds East ($S 87^\circ 38' 38'' E$), a distance of 245.31 feet to a point; thence still along the Southern right-of-way of Pennsylvania State Route SR-0879 South eighty-seven degrees fifteen minutes forty-five seconds East ($S 87^\circ 15' 45'' E$), a distance of 398.57 feet to a $\frac{3}{4}$ " rebar (set); thence through the lands of the Grantor for a new line and along the Western line of Lot Number 1 South zero degrees forty-nine minutes eight seconds East ($S 00^\circ 49' 08'' E$) passing through a $\frac{3}{4}$ " rebar (set) at a distance of 570.09 feet and continuing on for a total distance of 595.09 feet to a point, said point being on the center line of Township Road T-635; thence along the center line of Township Road T-635 the following courses and distances: South seventy degrees three minutes eight seconds West ($S 70^\circ 03' 08'' W$), a distance of 191.69 feet to a point; South sixty-seven degrees, seventeen minutes forty-one seconds West ($67^\circ 17' 41'' W$), a distance of 153.38 feet to a point; South sixty-seven degrees fourteen minutes forty-seven seconds West ($S 67^\circ 14' 47'' W$), a distance of 158.07 feet to a point; South fifty-two degrees thirty-four minutes fifty-two seconds West ($S 52^\circ 34' 52'' W$), a distance of 90.49 feet to a point; South twenty-five degrees twenty-one minutes twenty-eight seconds West ($S 25^\circ 21' 28'' W$), a distance of 114.18 feet to a point; thence along the Eastern line of lands of Kovalick Lumber Co. as recorded in Deed Book 790, Page 597 North zero degrees fifty-one minutes two seconds West ($N 00^\circ 51' 02'' W$), a distance of 154.59 feet to a $\frac{3}{4}$ " rebar (found); thence still along the lands of Kovalick Lumber Co. South eighty-nine degrees seven minutes thirty seconds West ($S 89^\circ 07' 30'' W$), a distance of 49.59 feet to a $\frac{3}{4}$ " rebar (found), said rebar being the Southeastern corner of lands of Rosemarie and John P. Flaherty; thence along the Eastern line of lands of Rosemarie and John P. Flaherty North zero degrees forty-nine minutes eight seconds West ($N 00^\circ 49' 08'' W$), a distance of 814.34 feet to a $\frac{3}{4}$ " rebar (found) and place of beginning.

CONTAINING 10.881 acres as shown on the survey map prepared by Curry & Associates dated June 1, 1998. The bearing based on Southern right-of-way of Pennsylvania State Route SR-0879 as shown on survey map prepared by Hess & Fisher Engineers, Inc., dated June 5, 1997 for Gertrude F. Penoyer.

BEING the same premises conveyed to MBV Trucking, Inc., by Deed of Amos K. Stoltzfus and Barbara M. Stoltzfus, also known as Amos K. Stoltzfus and Barbara M. Stoltzfus, dated July 7, 1999, and recorded at Clearfield County Office of Register & Recorder at Instrument No. 199911739.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL C. STYERS NO. 03-1828-CD

NOW, March 23, 2005, 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 July 02, 2004, I exposed the within described real estate of Michael C. Styers, Sheila S. Styers And Michael Styers Trucking, Inc., And Tiger Development Group, Inc to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK & TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

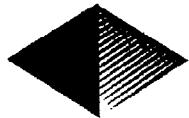
SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

| | | | |
|----------------------------|-----------------|--------------------------------|--------------------|
| RDR | 15.00 | DEBT-AMOUNT DUE | 83,995.44 |
| SERVICE | 15.00 | INTEREST @ % | 0.00 |
| MILEAGE | 9.75 | FROM TO 07/02/2004 | |
| LEVY | 15.00 | | |
| MILEAGE | 9.75 | PROTH SATISFACTION | |
| POSTING | 15.00 | LATE CHARGES AND FEES | |
| CSDS | 10.00 | COST OF SUIT-TO BE ADDED | |
| COMMISSION | 0.00 | FORECLOSURE FEES | |
| POSTAGE | 5.92 | ATTORNEY COMMISSION | |
| HANDBILLS | 15.00 | REFUND OF ADVANCE | |
| DISTRIBUTION | 25.00 | REFUND OF SURCHARGE | 80.00 |
| ADVERTISING | 15.00 | SATISFACTION FEE | |
| ADD'L SERVICE | 45.00 | ESCROW DEFICIENCY | |
| DEED | 30.00 | PROPERTY INSPECTIONS | |
| ADD'L POSTING | | INTEREST | |
| ADD'L MILEAGE | | MISCELLANEOUS | |
| ADD'L LEVY | | | |
| BID AMOUNT | 1.00 | TOTAL DEBT AND INTEREST | \$84,075.44 |
| RETURNS/DEPUTIZE | 9.00 | | |
| COPIES | 15.00 | | |
| | 5.00 | | |
| BILLING/PHONE/FAX | 5.00 | | |
| CONTINUED SALES | | COSTS: | |
| MISCELLANEOUS | | | |
| TOTAL SHERIFF COSTS | \$260.42 | ADVERTISING | 1,155.66 |
| | | TAXES - COLLECTOR | |
| | | TAXES - TAX CLAIM | 6,843.84 |
| | | DUE | |
| | | LIEN SEARCH | 100.00 |
| | | ACKNOWLEDGEMENT | 5.00 |
| | | DEED COSTS | 33.50 |
| | | SHERIFF COSTS | 260.42 |
| | | LEGAL JOURNAL COSTS | 216.00 |
| | | PROTHONOTARY | 125.00 |
| | | MORTGAGE SEARCH | 40.00 |
| | | MUNICIPAL LIEN | |
| DEED COSTS: | | | |
| ACKNOWLEDGEMENT | 5.00 | TOTAL COSTS | \$8,779.42 |
| REGISTER & RECORDER | 33.50 | | |
| TRANSFER TAX 2% | 0.00 | | |
| TOTAL DEED COSTS | \$33.50 | | |

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



MAIN OFFICE 11 N. Second Street PO Box 171 Clearfield, PA 16830 T (814) 765-7551 F (814) 765-2943

**CLEARFIELD BANK
&
TRUST COMPANY**

June 3, 2004

Cindy Aughenbaugh
Clearfield County Sheriff
Clearfield, PA 16830

RE: CB&T vs. Michael Styers

Dear Cindy,

Please continue the above referenced sale until July 2, 2004.
If you need additional information you may contact me at 765-7551.

Thank you,

Lori A. Kurtz
Lori A. Kurtz
Collection Manager

COMMUNITY OFFICES

BRIDGE STREET OFFICE

Second & Bridge Streets
Clearfield, PA 16830
T (814) 765-1645
F (814) 765-2672

GOLDENROD OFFICE

1935 Daisy Street
Clearfield, PA 16830
T (814) 768-5200
F (814) 768-5206

CURWENSVILLE OFFICE

407 Walnut Street
Curwenville, PA 16833
T (814) 236-2441
F (814) 236-4650

DUBOIS OFFICE

91 Beaver Drive
DuBois, PA 15801
T (814) 371-1400
F (814) 371-2903

PHILIPSBURG OFFICE

19 Irwin Drive Extension
Philipsburg, PA 16866
T (814) 342-5750
F (814) 342-7321

DATE RECEIVED

DATE PROCESSED

P.1

L.27

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

| | |
|--|------------------------------|
| 1. PLAINTIFF / S / | 2. COURT NUMBER |
| Clearfield Bank & Trust Co. | |
| 3. DEFENDANT / S / | 4. TYPE OF WRIT OR COMPLAINT |
| Michael S Styers et al | |
| 5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. | |
| Tiger Development Group Inc 90 Jeremy Castiger | |
| 6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) | |
| 206 E. Southey Avenue Altoona PA 16602 | |
| 7. INDICATE UNUSUAL SERVICE: <input checked="" type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER | |

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

| | | |
|---|---|----------|
| 9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of: | 10. TELEPHONE NUMBER | 11. DATE |
| Clearfield County Sheriff's Dept | <input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT | 705-2641 |

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

| | | | |
|--|--|-------------------|-----------------------------|
| 12. I acknowledge receipt of the writ or complaint as indicated above. | SIGNATURE of Authorized BCSD Deputy or Clerk and Title | 13. Date Received | 14. Expiration/Hearing date |
| | B Schreiber | 5-4-04 | ASAP |

15. I hereby CERTIFY and RETURN that I have personally served, have served person in charge, have legal evidence of service as shown in "Remarks" (on reverse) have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand and/or Posting a TRUE and ATTESTED COPY thereof.

16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

| | | |
|---|--|--------------------------|
| 17. Name and title of individual served | 18. A person of suitable age and discretion then residing in the defendant's usual place of abode. | Read Order |
| Melissa Castiger, wife | <input type="checkbox"/> | <input type="checkbox"/> |

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

20. Date of Service

21. Time

8/1/04
1050

| | | | | | | | | | | | | | | | |
|--------------|------|--------|-----------|------|-------|-----------|------|-------|-----------|------|-------|-----------|------|-------|-----------|
| 22. ATTEMPTS | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. |
| 11 | 5-4 | HARRIS | 55 | 4C | 110 | 6 | 110 | 4 | 166 | 110 | 4 | 166 | 110 | 4 | 166 |

| | | | | | |
|------------------|--------------|-------|------|-----------------|------------------------|
| 23. Attire Costs | 24 | 25 | 26 | 27. Total Costs | 28. COST DUE OR REFUND |
| 150.00 | Post #110897 | 42.50 | 2.00 | 44.50 | 105.50 |

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Lykins

Signature of Sheriff

Date

5/11/04
Date

NOTARY PUBLIC

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

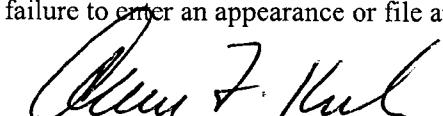
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST) No. 03-1828-CD
COMPANY,)
vs. Plaintiff) Type of Pleading: PRAECIPE FOR
MICHAEL C. STYERS and SHEILA S.) ENTRY OF DEFAULT JUDGMENT
STYERS, husband and wife, and MICHAEL)
STYERS TRUCKING, INC., both)
individually, jointly and severally and TIGER)
DEVELOPMENT GROUP, INC.)
Defendants) Filed on Behalf of: Plaintiff
) Counsel of Record for this Party:
) ALAN F. KIRK, ESQUIRE
) Supreme Court # 36893
) 1375 Martin Street, Suite 204
) State College, PA 16803
) (814) 234.2048

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

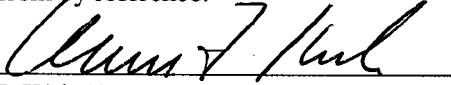
TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **EIGHTY-THREE THOUSAND NINE HUNDRED NINETY-FIVE AND 44/100 (\$83,995.44)** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.



Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to **Michael C. Styers and Sheila S. Styers, Michael Styers Trucking, Inc. and Tiger Development Group, Inc., Defendants on January 26, 2004**, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.



Alan F. Kirk, Esquire
Attorney for Plaintiff

FILED

FEB 10 2004

William A. Shaw
Prothonotary

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

CLEARFIELD BANK AND TRUST) No. 03-1828-CD
COMPANY,)
vs. Plaintiff) Type of Pleading: PRAECIPE FOR
MICHAEL C. STYERS and SHEILA S.) ENTRY OF DEFAULT JUDGMENT
STYERS, husband and wife, and MICHAEL)
STYERS TRUCKING, INC., both)
individually, jointly and severally and TIGER)
DEVELOPMENT GROUP, INC.)
Defendants)
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed

Certificate of Judgment of **Clearfield County Docket No. 03-1828-CD** in the principal amount of
\$83,995.44 together with interest and costs of suit.

By:



Dated:

Alan F. Kirk, Esquire
1375 Martin Street, Suite 204
State College, PA 16803
Telephone: 814.234.2048

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

| | | |
|---|------------|-----------------------------------|
| CLEARFIELD BANK AND TRUST |) | No. 03-1828-CD |
| COMPANY, |) | |
| | Plaintiff |) Type of Pleading: |
| vs. |) | ENTRY OF DEFAULT JUDGMENT |
| |) | |
| MICHAEL C. STYERS and SHEILA S. |) | Filed on Behalf of: Plaintiff |
| STYERS, husband and wife, and MICHAEL |) | |
| STYERS TRUCKING, INC., both |) | |
| individually, jointly and severally and TIGER |) | |
| DEVELOPMENT GROUP, INC. |) | |
| | Defendants |) |
| |) | Counsel of Record for this Party: |
| |) | ALAN F. KIRK, ESQUIRE |
| |) | Supreme Court # 36893 |
| |) | 1375 Martin Street, Suite 204 |
| |) | State College, PA 16803 |
| |) | (814) 234.2048 |

TO: **Michael Styers Trucking, Inc.**
c/o Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Notice is given that a JUDGMENT in the above-captioned matter has been entered

against you in the amount of \$_____ on _____.

_____, Prothonotary

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

| | | |
|---|---|-----------------------------------|
| CLEARFIELD BANK AND TRUST |) | No. 03-1828-CD |
| COMPANY, |) | |
| vs. |) | |
| MICHAEL C. STYERS and SHEILA S. |) | Plaintiff |
| STYERS, husband and wife, and MICHAEL |) | |
| STYERS TRUCKING, INC., both |) | |
| individually, jointly and severally and TIGER |) | |
| DEVELOPMENT GROUP, INC. |) | |
| Defendants |) | |
| |) | Counsel of Record for this Party: |
| |) | ALAN F. KIRK, ESQUIRE |
| |) | Supreme Court # 36893 |
| |) | 1375 Martin Street, Suite 204 |
| |) | State College, PA 16803 |
| |) | (814) 234.2048 |

TO: **Michael Styers Trucking, Inc.**
c/o Michael C. Styers and Sheila S. Styers
78 Stonehouse Road
LeContes Mills, PA 16850

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ _____ on _____.

_____, Prothonotary

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

| | | |
|---|---|-----------------------------------|
| CLEARFIELD BANK AND TRUST |) | No. 03-1828-CD |
| COMPANY, |) | |
| vs. |) | |
| MICHAEL C. STYERS and SHEILA S. |) | Plaintiff |
| STYERS, husband and wife, and MICHAEL |) | |
| STYERS TRUCKING, INC., both |) | |
| individually, jointly and severally and TIGER |) | |
| DEVELOPMENT GROUP, INC. |) | |
| Defendants |) | |
| |) | Counsel of Record for this Party: |
| |) | ALAN F. KIRK, ESQUIRE |
| |) | Supreme Court # 36893 |
| |) | 1375 Martin Street, Suite 204 |
| |) | State College, PA 16803 |
| |) | (814) 234.2048 |

TO: **Michael C. Styers**
78 Stonehouse Road
LeContes Mills, PA 16850

Notice is given that a JUDGMENT in the above-captioned matter has been entered

against you in the amount of \$ _____ on _____.

_____, Prothonotary

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

| | | |
|---------------------------------|---|---|
| CLEARFIELD BANK AND TRUST |) | No. 03-1828-CD |
| COMPANY, |) | |
| vs. |) | |
| MICHAEL C. STYERS and SHEILA S. |) | Plaintiff) Type of Pleading: STYERS, husband and wife, and MICHAEL) ENTRY OF DEFAULT JUDGMENT STYERS TRUCKING, INC., both) individually, jointly and severally and TIGER) DEVELOPMENT GROUP, INC.) |
| Defendants |) | |
| |) | Filed on Behalf of: Plaintiff |
| |) | |
| |) | Counsel of Record for this Party: ALAN F. KIRK, ESQUIRE Supreme Court # 36893 1375 Martin Street, Suite 204 State College, PA 16803 (814) 234.2048 |
| |) | |
| |) | |

TO: **Sheila S. Styers**
78 Stonehouse Road
LeContes Mills, PA 16850

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$_____ on _____.

_____, Prothonotary

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

| | | |
|---|---|-----------------------------------|
| CLEARFIELD BANK AND TRUST |) | No. 03-1828-CD |
| COMPANY, |) | |
| vs. |) | |
| MICHAEL C. STYERS and SHEILA S. |) | Plaintiff) Type of Pleading: |
| STYERS, husband and wife, and MICHAEL |) | |
| STYERS TRUCKING, INC., both |) | |
| individually, jointly and severally and TIGER |) | |
| DEVELOPMENT GROUP, INC. |) | |
| Defendants |) | |
| |) | Counsel of Record for this Party: |
| |) | ALAN F. KIRK, ESQUIRE |
| |) | Supreme Court # 36893 |
| |) | 1375 Martin Street, Suite 204 |
| |) | State College, PA 16803 |
| |) | (814) 234.2048 |

TO: **Tiger Development Group, Inc.**
c/o Jeremy Gastiger
206 E. Southey Avenue
Altoona, PA 16602

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$_____ on _____.

_____, Prothonotary

| | |
|---|--------|
| U.S. Postal Service | |
| CERTIFIED MAIL RECEIPT | |
| <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| Article Sent To: | |
| 11101 10th Street Suite 300, Inc. | |
| Postage | \$ 37 |
| Certified Fee | 230 |
| Return Receipt Fee (Endorsement Required) | 1.75 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 442 |
| Name (Please Print Clearly) To be completed by carrier | |
| D. J. JONES (POSTMASTER) | |
| Street, Apt, NC P.O. Box No. | |
| 11101 SOUTHWAY, INC | |
| City, State, ZIP 4 | |
| ELGIN, PA 16622 | |

| U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
|--|---------|
| Article Sent To: | |
| Michael Stiles / STYLING INC. | |
| Postage | \$.37 |
| Certified Fee | 2.30 |
| Return Receipt Fee (Endorsement Required) | 1.75 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 4.42 |
| Postmark 8/20/99 Here 1pm | |
| Name (Please Print Clearly, to be completed by mailer) Mr. Michael Stiles and Stiles St., 18 Stylhouse Road Contes Mills, PA 16850 Street, Apt. No. or P.O. Box No. City, State, Zip 14 | |

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Michael C. Styers / Michael C. Styers
16 Stanchouse Road
Lancaster Mills, PA 16851

2. Article Number

(Transfer from service label)

7199 3400 0012 4565 0492

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Sheila S. Styers Agent
 Address

B. Received by (Printed Name)

Sheila S. Styers

C. Date of Delivery

1-30-04

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

PO Box 144

Frenchville PA 16831

3. Service Type

| | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Michael C. Styers
Sheila S. Styers
16 Stanchouse Road
Lancaster Mills, PA 16851

2. Article Number

(Transfer from service label)

7199 3400 0012 4565 0708

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Sheila S. Styers Agent
 Addressee

B. Received by (Printed Name)

Sheila S. Styers

C. Date of Delivery

1-30-04

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

PO Box 144

Frenchville PA 16831

3. Service Type

| | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Tiger Development Group, Inc.
c/o Jeremy Gastiger
116 E. Stuhler, Avenue
Mill Hall, PA 16602

2. Article Number

(Transfer from service label)

7099 3400 0012 4565 0485

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Michael C. Gastiger Agent
 Address

B. Received by (Printed Name)

Michael C. Gastiger

C. Date of Delivery

1-27-03

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

PO Box 144

Frenchville PA 16831

3. Service Type

| | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes

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

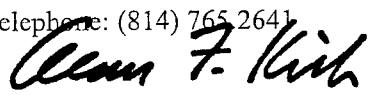
CLEARFIELD BANK AND TRUST : No. 03-1828-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: 10 DAY NOTICE
MICHAEL C. STYERS and SHEILA S. :
STYERS, husband and wife, and MICHAEL : Filed on Behalf of: Plaintiff
STYERS TRUCKING, INC. both :
individually, jointly and severally and TIGER :
DEVELOPMENT GROUP, INC., :
Defendants : Counsel of Record for this Party:
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814) 234.2048

IMPORTANT NOTICE

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

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
Telephone: (814) 765-2641

Date: 1-26-04



Alan F. Kirk, Esquire
Attorney for the Plaintiff
1375 Martin Street, Suite 204
State College, PA 16803

✓Michael C. Styers and Sheila S. Styers-Certified Mail #7099 3400 0012 4565 0708,RRR
Michael Styers Trucking, Inc. c/o Michael C. Styers and Sheila S. Styers-Certified Mail #7099 3400 0012
4565 0692, RRR
Tiger Development Group, Inc-Certified Mail #7099 3400 0012 4565 0685, RRR

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

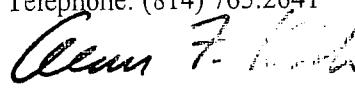
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Attorney for the Plaintiff
1375 Martin Street, Suite 204
State College, PA 16803

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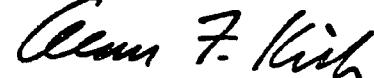
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2003-01828-CD

Real Debt: \$83,995.44

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Michael C. Styers
Sheila S. Styers
Michael Styers Trucking, Inc.
Tiger Development Group, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 10, 2004

Expires: February 10, 2009

Certified from the record this 10th day of February, 2004

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