

04-350-CD
TAMMAC CORPORATION vs. RALPH T. DAVIS, JR.

Tammac Corporation vs. Ralph T. Davis Jr.
2004-350-CD

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

NO. 04-350-CD CIVIL 2004

NOTICE

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

FILED

MAR 15 2004

William A. Shaw
Prothonotary/Clerk of Courts

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**COURT ADMINISTRATOR
1 North Second Street
Clearfield, PA 16830
(814) 765-2641**

-or-

**PENNSYLVANIA LAWYER REFERRAL SERVICE
P.O. Box 1086, 100 South St.
Harrisburg, PA 17108
(Pennsylvania residents phone:
1-800-692-7375; out-of-state
residents phone: 1-717-238-6715)**

HOURIGAN, KLUGER & QUINN, P.C.

BY:



JAMES T. SHOEMAKER, ESQUIRE

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER
RICHARD M. GOLDBERG
JOSEPH A. LACH
RONALD V. SANTORA
JOSEPH E. KLUGER
JAMES T. SHOEMAKER
DONALD C. LIGORIO
MICHELLE M. QUINN
DAVID AIKENS, JR.
EDWARD J. CIARIMBOLI
JOSEPH M. LIPINSKI

ALSO MEMBER NJ BAR

JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
RICHARD S. BISHOP
NEIL E. WENNER
DANIEL J. DISTASIO
ALEXIA "TA BLAKE"
MICHAEL J. KOWALSKI
RICHARD M. WILLIAMS
JENNIFER L. ROGERS LITZT
AMANDA J. WRIGHT-KLUGER
MICHAEL A. LOMBARDO III

ANDREW W. HOURIGAN, JR.
1948-1978

LAW OFFICES
800 THIRD AVENUE
KINGSTON, PA 18704-5815

(570) 287-3000
FACSIMILE (570) 287-8005

E-MAIL: hkq@hkqpc.com

SUITE TWO HUNDRED
434 LACKAWANNA AVENUE
SCRANTON, PA 18503-2014
(570) 346-8414
FACSIMILE (570) 961-5072

March 10, 2004

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

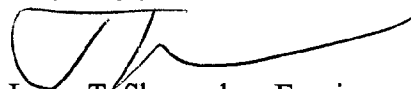
RE: Account No.: 03-6441

Property Address: 2483 Ashland Road, SR 2007, Osceola Mills, PA 16666

IMPORTANT NOTICE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Very truly yours,



James T. Shoemaker, Esquire

JTS/pah

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR Plaintiff

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,	:	IN THE COURT OF COMMON PLEAS
	:	OF CLEARFIELD COUNTY
	:	
Plaintiff	:	
vs.	:	CIVIL ACTION - LAW
	:	
RALPH T. DAVIS, JR.	:	
	:	
Defendants	:	NO. CIVIL 2004

COMPLAINT

The plaintiff, Tammac Corporation, by and through its counsel, Hourigan, Kluger & Quinn, P.C., complains of the defendant, Ralph T. Davis, Jr., as follows:

1. The plaintiff is a sales financing and servicing company conducting business in the Commonwealth of Pennsylvania, having its principal office located at the Arena Hub Business Complex, 275 Mundy Street, Wilkes-Barre, PA 18702.
2. The defendant is an adult individual with a last known address of 118 Eagle Creek Lane, Julian, PA 16844.
3. On or about June 27, 2001, the defendant was the owner in fee of improved real estate situate in the Township of Decatur, Clearfield County, Pennsylvania, as more particularly described in Clearfield County Instrument Number 2001-10675, including a 2001 Colony manufactured home bearing serial

number SZ15213AB (the "Manufactured Home") (the "Mortgaged Property"). (A true and correct copy of Clearfield County Instrument Number 2001-10675, is attached hereto, incorporated herein and marked as Exhibit "A.")

4. On or about June 27, 2001, the plaintiff made a loan to the defendant in the amount of \$63,444.28.

5. The aforesaid loan is evidenced by a personal loan note, security agreement and disclosure statement dated June 27, 2001 (the "Note"). (A true and correct copy of the Note is attached hereto, incorporated herein and marked as Exhibit "B.")

6. In order to induce partially the plaintiff to make the aforesaid loan, the defendant executed and delivered to the plaintiff a mortgage (the "Mortgage") on the Mortgaged Property, obligating him to repay the entire principal sum plus interest. (A true and correct copy of the Mortgage is attached hereto, incorporated herein and marked as Exhibit "C.")

7. In order to induce partially the plaintiff to make the aforesaid loan, the defendant also executed and delivered to plaintiff a security agreement (the "Security Agreement") granting plaintiff a security interest in the defendants' Manufactured Home. (A true and correct copy of the Security Agreement is attached hereto as Exhibit "D" and incorporated herein by reference.)

8. A default occurred under the Note, Mortgage and Security Agreement in that the defendant failed to make payments of principal and interest due under the Note, Mortgage and Security Agreement.


9. The defendant was given notice of his rights under the Homeowner's Mortgage Assistance Act of 1983 (the "Act 91 Notice") by regular mail. (A true and correct copy of the Act 91 Notice, the cover letter relative thereto and the U.S. Postal Service Form 3817 relative thereto is attached hereto, incorporated herein by reference and marked collectively as Exhibit "E.")

10. The defendant is the real owner of the Mortgaged Property.

11. The amount due the plaintiff by the defendant as of February 25, 2004 was \$89,355.25, consisting of principal in the amount of \$71,536.50, interest in the amount of \$14,868.70 and miscellaneous charges in the amount of \$2,950.05, exclusive of attorneys' fees and costs.

WHEREFORE, the plaintiff demands judgment in mortgage foreclosure against the defendant in the amount of \$89,355.25, plus accrued interest from February 25, 2003, through to the date of distribution of Sheriff's sale, accruing at a per diem rate of \$25.83, attorney's fees and costs until paid..

Respectfully submitted,
HOURIGAN, KLUGER & QUINN, P.C.

By: 
James T. Shoemaker, Esquire
I.D. No. 63871
Counsel for the plaintiff, Tammac Corporation

600 Third Avenue
Kingston, PA 18704
Telephone: (570) 287-3000
Facsimile: (570) 287-8005

Dated: March 19, 2004

VERIFICATION

I, Jeffrey A. Goodrich, Collection Supervisor of Tammac Corporation, have the authority to make this verification on its behalf. The statements contained in the foregoing complaint are true and correct to the best of my knowledge or information and belief. I understand that this verification is being made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Jeffrey A. Goodrich, Collection Supervisor

AFFIDAVIT OF COMPLIANCE WITH ACT 91

COMMONWEALTH OF PENNSYLVANIA:

: SS.

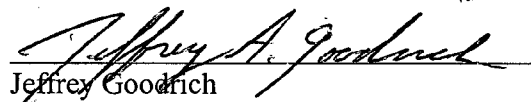
COUNTY OF LUZERNE

:

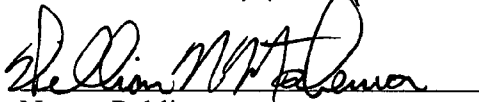
I, Jeffrey Goodrich, Collection Supervisor of Tammac Corporation, being duly sworn according

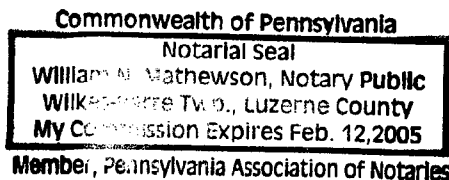
to law, depose and say as follows:

1. On December 29, 2003, counsel for the plaintiff mailed an Act 91 Notice to the defendant by first class mail to the defendant's last known address.
2. To the best of my knowledge, information and belief, neither I, nor any representative of the plaintiff, has been contacted by defendant, or by any consumer counseling agency representing the defendant.
3. To the best of my knowledge, information and belief, neither I, nor any representative of the plaintiff, has been notified by defendant, a consumer counseling agency, or the Pennsylvania Housing Finance Agency, that any applications for assistance have been filed by defendant.


Jeffrey Goodrich

Sworn to and subscribed before me
this 5th day of March, 2004.


Notary Public



AFFIDAVIT OF LAST KNOWN ADDRESS

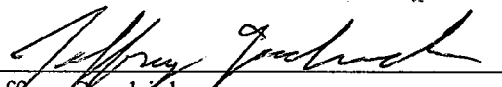
COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF LUZERNE :

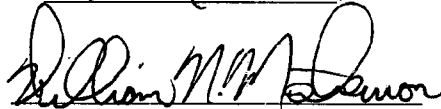
I, Jeffrey Goodrich, Collection Supervisor of Tammac Corporation, being duly sworn according to law, depose and say that the last known address of the above-captioned defendant is as follows:

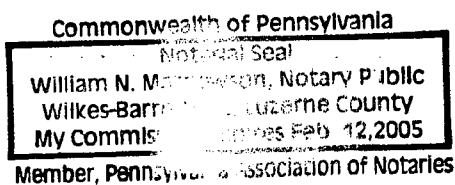
Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844


Jeffrey Goodrich

Sworn to and subscribed

before me this 5th day
of March, 2004.


Notary Public



**AFFIDAVIT OF
NON-MILITARY SERVICE OF DEFENDANT**

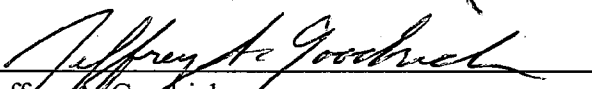
COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF LUZERNE

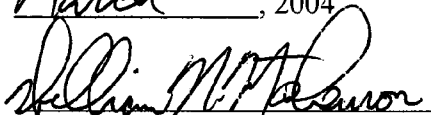
:

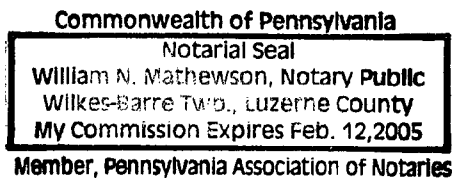
I, Jeffrey A. Goodrich, Collection Supervisor of Tammac Corporation, being duly sworn according to law, depose and say that I did, upon the request of Tammac Corporation, investigate the status of Ralph T. Davis, Jr. with regard to the Soldiers' and Sailors' Civil Relief Act of 1940. To the best of my knowledge or information and belief, Ralph T. Davis, Jr. is not now, or was he, within a period of the last three (3) months, in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Relief Act of 1940.


Jeffrey A. Goodrich
Collection Supervisor

Sworn to and subscribed

before me this 26 day of
March, 2004


Notary Public



THIS IS A TRUE AND CERTIFIED
COPY OF THE ORIGINAL.

RETURN TO: Tiger Abstract, Inc.
100 Commerce Blvd., Suite 202
Wilkes-Barre, PA 18702

NS # 20010675
LW 7/11/01

THIS DEED,

Made the 27 day of June in the year of our Lord two thousand and one (2001)

BETWEEN William B. Reilly, of the Commonwealth of Pennsylvania

Hereinafter known as GRANTOR(S)

-AND-

Ralph T. Davis, of the Commonwealth of Pennsylvania

Hereinafter known as GRANTEE(S)

WITNESSETH, that in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED Dollars (\$8,500.00) in hand paid, the receipt whereof is hereby acknowledged, the Grantor(s) does hereby grant and convey to the said Grantee(s) his Heirs, Successors and Assigns,

ALL THAT CERTAIN piece, parcel and tract of land situated, lying and being in the of , County of Clearfield and Commonwealth of Pennsylvania, more particularly described as follows to wit:

SEE EXHIBIT A

BEING the same premises which were conveyed to William B. Reilly by deed from Paul Rightenour, recorded October 27, 1999 in the Office for the Recording of Deeds in and for the County of Clearfield to Instrument Number 199917811.

UNDER AND SUBJECT to any and all conditions, reservations, covenants, restrictions and agreements contained in the chain of title.



LEGAL DESCRIPTION FOR LOT 8 OF THE KEYSTONE TIMBER & LAND COMPANY

All that certain lot or piece of ground, situated in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

Beginning at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566, said point being North 22 Degrees 42 Minutes 05 Seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932 page 544, said point being the southwest corner of the parcel herein conveyed and running;

- 1 Thence along the northern line of Lot Number 9 of the aforementioned Subdivision Due West (270 Degrees) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 511.66 feet to a 3/4" rebar (set), said rebar being on the eastern line of lands of Donald E. Barshinger as described in Deed Book 1932 page 544;
- 2 Thence along the eastern line of lands of Donald E. Barshinger North 00 Degrees 01 Minutes 00 Seconds West a distance of 153.51 feet to a 1" pin (found), said pin being on the southern line of Lot Number 7 of the aforementioned subdivision;
- 3 Thence along the southern line of Lot Number 7 and along the southern line of lands of Anthony M. Kovaloski and Jessica L. Casto as recorded in instrument number 1999017840 Due East (90 Degrees) passing through a 1" pipe (found) at a distance of 3224.21 feet and passing through a railroad rail (found) at a distance of 558.77 feet and continuing on for a total distance of 575.95 feet to a point, said point being on the center line of Pennsylvania State Route SR-2007;
- 4 Thence along the center line of Pennsylvania State Route SR-2007 South 22 Degrees 42 Minutes 30 Seconds West a distance of 166.41 feet to a point and place of beginning.

Containing 1.917 Acres as shown on map prepared by Curry & Associates dated March 2, 2000. Bearing based on the northern line of lands of Marlene Kenjora as shown on the original Lot Layout of the Harbison Walker Refractories Co. as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566.

AND the said Grantor(s) Will Warrant specifically the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand(s) and seal(s) the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

William B. Rully

Paul Rightenour
PAUL RIGHTENOUR

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

On this, the 27th day of June 2001, before me, the undersigned officer, personally appeared PAUL RIGHTENOUR known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF,

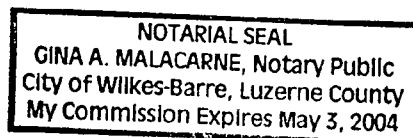
I have hereunto set my hand and official seal.

Gina A. Malacarne

I Hereby Certify, that the address of the within named Grantee is:

Gina A. Malacarne
Agent/Attorney for Grantee

Lot 8
SR 2007
Osceola Mills
PA 16660



Borrower(s) Ralph T Davis Jr Lot #8, S.R. 2007 Osceola Mills PA 16666 "I" means each Borrower above, jointly and severally.	Lender Tammac Corporation 275 Mundy Street Wilkes-Barre, PA 18702 "You" means the Lender, its successors and assigns.	Date <u>06/27/2001</u> A phrase, clause, or paragraph on this form that is preceded by a <input type="checkbox"/> that is not checked does not apply to this loan.
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Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: Sixty-three thousand four hundred forty-four and 28/100 Dollars \$ 63444.28

plus interest from 06/27/2001 at the rate of 13 % per year until 6/27/2031

☐ **Post Maturity Interest** - After maturity the unpaid balance of principal will earn interest at the rate of _____ % per year.

☐ **Additional Finance Charge** - I also agree to pay a nonrefundable fee of \$ _____ and it will be ☐ paid in cash. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

Payments - The number, amount and due dates for scheduled payments are disclosed in the Truth in Lending disclosure below.

Late Charge - If there is a late charge for this transaction, it will be disclosed in the Truth in Lending disclosure below.

The Purpose Of This Loan Is - purchase manufactured home

☐ **Bad Check Charge** - I agree to pay a charge of \$ _____ if I make a payment with a check that is dishonored.

This Loan Made Under -

☒ This loan is secured by mortgage, dated 06/27/2001

☒ **Security Agreement** - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

2001 56' X 28' Colony SZ15213AB

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.
13.49 %	\$ 191343.09	\$ 61315.71	\$ 252658.80

My Payment Schedule will be:

Number of Payments:	Amount of Payments:	When Payments are Due:
360	701.83	Monthly, beginning 30 days after completion of construction.

Security - I am giving a security interest in: ☒ (description of other property)
☒ the Goods or Property being purchased. Lot #8, S.R. 2007 Osceola Mills PA 16666
☐ Collateral securing other loans with you may also secure this loan.

☒ **Late Charge** - I agree to pay a late charge equal to 10.0 % of the unpaid portion of an installment not paid within 15 days after it is due, or \$ 20.00, whichever is greater

Prepayment - If I pay off this note early, I will not have to pay a penalty.

☒ If I pay off this note early, I will not be entitled to a refund of part of the finance charge.

☐ **Assumption** - Someone buying the property securing this loan ☐ may ☒ cannot assume this loan on its original terms.

I can see my contract documents for any additional information about nonpayment, default, and any required repayment before the scheduled date, and prepayment refunds and penalties.

☐ If you do not meet your contract obligations, you may lose your _____

Credit Insurance - Credit life, credit accident and sickness (disability), unemployment and any other insurance coverage quoted below, are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). You are quoting below ONLY the coverages I have chosen to purchase.

Credit Life - ☐ Single ☐ Joint Insured _____ Premium \$ _____ Term _____

Credit Disability - ☐ Single ☐ Joint Insured _____ Premium \$ _____ Term _____

Credit Unemployment - ☐ Single ☐ Joint Insured _____ Premium \$ _____ Term _____

Name of Insurance Company _____

My signature below means I want (only) the insurance coverage(s) quoted above. If none are quoted, I have declined all coverages you offered.

X Ralph T Davis Jr. D.O.B. 10/28/54 X _____ D.O.B. _____
 X _____ D.O.B. _____ X _____ D.O.B. _____

☒ **Property Insurance** - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

If I get the insurance from or through you, I will pay \$ 354.00 for one year.00 of coverage.

Itemization of Amount Financed Amount paid to me directly \$ <u>0.00</u> Amount paid on my account \$ _____ Amounts paid to others on my behalf To insurance companies \$ _____ To public officials - filing fees only \$ _____ To public officials - other than filing fees \$ _____ Amount pd on your behalf \$ <u>59665.46</u> Buydown \$ _____ Additional Finance Fees \$ <u>3778.82</u> _____ \$ _____ _____ \$ _____ (Minus) Prepaid Finance Charge \$ <u>2128.57</u> Amount Financed \$ <u>61315.71</u>		Signatures - I agree to the terms on page 1 and 2 of this agreement. I have received a copy of this document on today's date. COSIGNERS - SEE SEPARATE NOTICE BEFORE SIGNING. Signature <u>Ralph T Davis Jr.</u> Signature _____ Signature _____ Signature _____
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ADDITIONAL TERMS OF THE NOTE

Definitions - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

If any part of this note cannot be enforced, such fact will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

Prepayment - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

Usury - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

Post Maturity Interest Rate - If this section is checked, the post maturity rate will begin to apply on the day after maturity, or, if the loan is in default and we accelerate after default, on such date.

Default - I will be in default on this loan and any agreement securing this loan if:

1. I fail to make a payment in full when due; or
 2. Your prospect of payment, performance, or ability to realize upon the property is significantly impaired.
- If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

Remedies - If I am in default on this loan or any agreement securing this loan, you may exercise your rights provided by law and this agreement. I also understand and agree to the following:

1. You may accelerate the due date of the unpaid principal balance of the loan, plus accrued interest and charges, making it due in its entirety before the scheduled due date.
2. You may realize on any property securing this transaction.
3. You may demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy.
4. You may make a claim for any and all insurance benefits or refunds that may be available.

If I default and you choose not to exercise a remedy, you do not lose the right to treat the event as a default if it happens again.

Costs Of Collection And Attorney's Fees - I agree to pay you the costs you incur to collect this debt or realize on any security. This includes your reasonable attorney's fees and court costs.

This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

Independent Obligation - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

Waiver - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

Privacy - I agree that from time to time you may receive credit information about me from others, including credit reporting agencies and other lenders. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information.

Financial Statements - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

Purchase Money Loan - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

For Federal Usury Preemption for Manufactured Home Loans:

The following terms apply if, on page 1 of this form, the Federal Usury Preemption is cited as the authority for this loan. These terms will supersede anything to the contrary in this form:

1. The late charge, if there is one, will not apply to the final scheduled installment.
2. **PREPAYMENT - YOU MAY PREPAY THIS LOAN IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY.**
3. **Notice Of Default** - Except as provided further below, we will not accelerate the unpaid balance of this Contract, repossess or foreclose on any Property until after we send you a notice of default and any cure period it describes has passed. We may not be required to send you a notice if (1) you have abandoned the Manufactured Home, (2) you received two notices in the prior one-year period, or (3) other extreme circumstances exist.

Notice of Proposed Insurance - If so indicated on the front of this note, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this note. The insurance company named on the front of this note will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this note. The term of insurance will begin as of the date of this note and will end on the original due date of this note.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this note is prepaid before it is due, a refund of insurance charges will be made when due.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

Secured Obligations - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if and to the extent the property:

1. constitutes my principal residence; or
2. is household goods.

This security agreement will last until it is discharged in writing. For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

1. Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
2. Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

Property - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

Ownership And Duties Toward Property - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

Insurance - I agree to buy insurance on the Property against the risks and for the amounts you reasonably require. In addition:

1. I will name you as loss payee on any such policy.
2. You may require added security on this loan if you permit any insurance proceeds to be used to repair or replace the Property.
3. If the insurance proceeds do not cover the amounts I still owe you, I will pay the difference.
4. I will keep the insurance until all debts secured by this agreement are paid.

If I do not buy, maintain, and arrange to have you named as loss payee, as agreed above, I understand and agree:

1. You may, but are not required to, purchase insurance to protect your interest in the Property.
2. The insurance you buy may be from an agent or company I might not choose.
3. The insurance will not cover my equity in the Property.
4. The premium you pay may be substantially higher than the premium I might be required to pay for the insurance I have agreed to buy on this note.

Default And Remedies - If I am in default, in addition to the remedies listed in the note portion of this document, you may (subject to any applicable notice and cure period):

1. Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate in effect on this note until paid in full;
2. Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
3. Use any other remedy allowed by law.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

Filing - A copy of this security agreement may be used as a financing statement when allowed by law.

INSTRUMENT NUMBER
 200110676
 RECORDED ON
 JUL 11, 2001
 12:02:32 PM
 Total Pages: 7
 RECORDING FEES - \$19.00
 ORDER
 UNITY IMPROVEMENT \$1.00
 AND
 ORDER
 IMPROVEMENT FUND \$1.00
 AT IT TAX \$0.50
 ITA \$21.50
 CUSTOMER
 GER ABSTRACT INC

TURN TO: Tiger Abstract, Inc.
 100 Commerce Blvd., Suite 200
 Wilkes-Barre, PA 18702

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 06/27/2001 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

Ralph T Davis Jr

Lot #8, S.R. 2007 Osceola Mills PA 16666

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

LENDER:

Tammac Corporation
 275 Mundy Street
 Wilkes-Barre, PA 18702

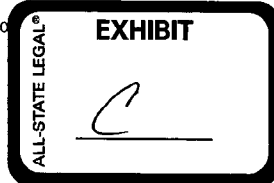
2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described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

Including a: 2001 Colony 28 x 56
 See attached legal description.

The property is located in Clearfield (County) at Lot #8, S.R. 2007
 Osceola Mills (City), Pennsylvania 16666 (ZIP Code)
 (Address)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, 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 \$ 63444.28. 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.



RTD

LEGAL DESCRIPTION FOR LOT 8 OF THE KEYSTONE TIMBER & LAND COMPANY

All that certain lot or piece of ground, situated in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

Beginning at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566, said point being North 22 Degrees 42 Minutes 05 Seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932 page 544, said point being the southwest corner of the parcel herein conveyed and running;

- 1 Thence along the northern line of Lot Number 9 of the aforementioned Subdivision Due West (270 Degrees) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 511.66 feet to a 3/4" rebar (set), said rebar being on the eastern line of lands of Donald E. Barshinger as described in Deed Book 1932 page 544;
- 2 Thence along the eastern line of lands of Donald E. Barshinger North 00 Degrees 01 Minutes 00 Seconds West a distance of 153.51 feet to a 1" pin (found), said pin being on the southern line of Lot Number 7 of the aforementioned subdivision;
- 3 Thence along the southern line of Lot Number 7 and along the southern line of lands of Anthony M. Kovaloski and Jessica L. Casto as recorded in instrument number 1999017840 Due East (90 Degrees) passing through a 1" pipe (found) at a distance of 3224.21 feet and passing through a railroad rail (found) at a distance of 558.77 feet and continuing on for a total distance of 575.95 feet to a point, said point being on the center line of Pennsylvania State Route SR-2007;
- 4 Thence along the center line of Pennsylvania State Route SR-2007 South 22 Degrees 42 Minutes 30 Seconds West a distance of 166.41 feet to a point and place of beginning.

Containing 1.917 Acres as shown on map prepared by Curry & Associates dated March 2, 2000. Bearing based on the northern line of lands of Marlene Kenjora as shown on the original Lot Layout of the Harbison Walker Refractories Co. as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566.

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.)*

Davis, Ralph T Jr , Note Amount: 63444.28 Interest Rate: 13
Contract Date: 06/27/2001 Maturity Date: 8/27/2031

- 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 executed by Mortgagor in favor of Lender 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 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 rescission notice.

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 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. 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.
- 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.
- 11. 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.
- 12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, 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") and rents, issues and profits (all referred to as "Rents"). 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 under the terms of this Security Instrument.
- 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 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 directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
- 13. 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 (PUD), Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or PUD.
- 14. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. 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.

16. 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.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and 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. 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 is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. 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.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action 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.

19. INSURANCE. Mortgagor shall keep 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

RDOJ.

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 the 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 the 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for its sole benefit. 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.
- 24. 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.
- 25. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

26. 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.

- x **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- x **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. This Security Instrument 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.

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.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

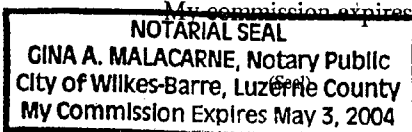
Condominium Rider Planned Unit Development Rider Other
Additional Terms.

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.

Ralph T. Davis Jr. 6/27/01
(Signature) Ralph T. Davis Jr. (Date) (Signature) (Date)
Gina A. Malacarne
(Witness) (Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF *Pennsylvania* COUNTY OF *Luzerne* ss.
On this, the day of *06/27/2001*, before me *Gina A. Malacarne*
(Individual) the undersigned officer, personally appeared *Ralph T. Davis Jr.*
....., 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.



Gina A. Malacarne
Title Agent
Title of Officer

It is hereby certified that the address of the Lender within named is: Tammac Corporation 275
Mundy Street Wilkes-Barre, PA 18702

LEGAL DESCRIPTION FOR LOT 8 OF THE KEYSTONE TIMBER & LAND COMPANY

All that certain lot or piece of ground, situated in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

Beginning at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566, said point being North 22 Degrees 42 Minutes 05 Seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932 page 544, said point being the southwest corner of the parcel herein conveyed and running;

- 1 Thence along the northern line of Lot Number 9 of the aforementioned Subdivision Due West (270 Degrees) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 511.66 feet to a 3/4" rebar (set), said rebar being on the eastern line of lands of Donald E. Barshinger as described in Deed Book 1932 page 544;
- 2 Thence along the eastern line of lands of Donald E. Barshinger North 00 Degrees 01 Minutes 00 Seconds West a distance of 153.51 feet to a 1" pin (found), said pin being on the southern line of Lot Number 7 of the aforementioned subdivision;
- 3 Thence along the southern line of Lot Number 7 and along the southern line of lands of Anthony M. Kovaloski and Jessica L. Casto as recorded in instrument number 1999017840 Due East (90 Degrees) passing through a 1" pipe (found) at a distance of 3224.21 feet and passing through a railroad rail (found) at a distance of 558.77 feet and continuing on for a total distance of 575.95 feet to a point, said point being on the center line of Pennsylvania State Route SR-2007;
- 4 Thence along the center line of Pennsylvania State Route SR-2007 South 22 Degrees 42 Minutes 30 Seconds West a distance of 166.41 feet to a point and place of beginning.

Containing 1.917 Acres as shown on map prepared by Curry & Associates dated March 2, 2000. Bearing based on the northern line of lands of Marlene Kenjora as shown on the original Lot Layout of the Harbison Walker Refractories Co. as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566.

SECURITY AGREEMENT

Date: 06/27/2001

DEFINITIONS: In this Security Agreement, the word "Lender" means TAMMAC CORPORATION, 275 MUNDY STREET, WILKES-BARRE, PA 18702 which is the secured party.

The word "Borrower" means Ralph T Davis Jr

If there is more than one, the word Borrower means each of the Borrowers, and any Borrower, together with one or more other Borrower and/or with one or more others, jointly and collectively.

The word "Owner" means each and all of those who sign this Security Agreement Below. The Owner is the person, or each and all of those if more than one, to whom the Collateral belongs. The word "Collateral" means all of the property listed below. The Collateral is the property in which the Owner is giving the Lender a security interest.

Whenever used, the singular number shall include the plural, the plural shall include the singular; the use of any gender shall include all genders; the word "person" shall include corporations, partnerships, and all other legal entities; and the words Owner, Lender, and Borrower shall include their respective heirs, personal representatives, successors and assigns.

SECURITY INTEREST: Owner gives to Lender a security interest in the Collateral described below, to secure the payment and/or performance of the obligations listed below in the "Debts Secured" section.

DEBTS SECURED: This Security Agreement secures the payment to Lender of Borrower's loan in the principal amount of \$ 63444.28 plus interest, if the Note provides for payment of principal plus interest (if not, this Security Agreement secures the payment to Lender of the Borrower's loan in the total amount previously stated), according to the promises made in Borrower's "Note" dated 06/27/2001 and the performance of all promises of Borrower made in or in connection with that Note. This Security Agreement also secures payment of: (a) any other debts of Borrower which are owed or assigned to Lender now or in the future; (b) any other debts of Owner which are owed or assigned to Lender now or in the future; (c) all of Lender's costs and expenses, including attorney's fees, incurred in the collection of any debt secured hereby, in any action to protect or enforce Lender's rights under this Security Agreement, or in bankruptcy proceedings of or against Borrower or Owner; (d) all amounts which Owner agrees in this Security Agreement to pay to Lender; and (e) any refinancing, substitution, extension and/or renewal of any of the above. Regardless of any other provisions of this Security Agreement, any household goods, as defined in Federal Reserve Board Regulation AA (12 C.F.R.227.12), in which Lender is getting a security interest, do not secure debts which Borrower or Owner owes to Lender, either now or in the future, other than that debt evidenced by the Note, unless such debts are extensions, refinancings or consolidations of the Note.

OWNER: The Owner(s) of the Collateral is (are): Ralph T Davis Jr

Whose residence address(es) is (are): Lot #8, S.R. 2007 Osceola Mills PA 16666

COLLATERAL: Owner gives to Lender a security interest in: 2001 Colony 56' x 28' SZ15213AB
A Mobile Home, which will be kept at the address listed below, including all accessories, equipment, parts and attachments, identified as follows:

Lot #8, S.R. 2007 Osceola Mills PA 16666

The Owner agrees and represents that the Collateral is and/or will be used for the following purpose and will not be used for any other purpose without prior written notice to Lender: Personal, family or household purposes.

The Collateral ☒ is ☐ is not now permanently attached to a building or other real estate. The Collateral ☒ will ☐ will not be permanently attached to a building or other real estate.

Owner gives Lender a security interest in the proceeds of any Collateral, including any insurance payable by reason of loss or damage to the Collateral. Owner assigns, pledges and gives to Lender a security interest in any unearned insurance policies in connection with the Collateral and/or the indebtedness.

ADDITIONS TO COLLATERAL: Owner also gives to Lender a security interest in any additions, replacements or substitutions which may be made to the Collateral. This includes any equipment, parts or accessories which may be added to the Collateral in the future.

USE OF COLLATERAL: While any part of the money owed to Lender remains unpaid, Owner promises: (a) to use the Collateral carefully and keep it in good repair; (b) to obtain Lender's written permission before making any major alterations; (c) to tell Lender in writing before changing Owner's address or the address where the Collateral is kept; (d) to help Lender protect the rights and security interest given by this Agreement; (e) not to use the Collateral for any unlawful purposes; (f) if Owner has indicated that the Collateral is not and will not be permanently attached to a building or other real estate, it is agreed that the Collateral will remain personal property; (g) to keep the Collateral free of liens, adverse claims, and encumbrances other than the security interest of Lender; (h) to make the Collateral available to Lender for inspection on request; and (i) to notify the Lender immediately if the Collateral is lost, damaged, stolen or destroyed, or if the Collateral is attached, levied, seized, or becomes the subject of an adverse claim.

OWNERSHIP OF COLLATERAL: Owner promises that Owner owns all of the Collateral listed above. Owner promises that no one else has any interest in the Collateral or a claim against it. Owner agrees that the Collateral will not be sold, leased or given to anyone else as collateral until the money owed to Lender has been repaid in full.

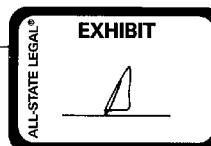
ADDITIONAL PROVISIONS ON THE NEXT PAGE ARE PART OF THIS SECURITY AGREEMENT.

COPY RECEIVED: The Owner acknowledges receipt of a completely filled-in copy of this Security Agreement.

Owner: Ralph T Davis Jr Date: 6/27/01
Ralph T Davis Jr
Owner: _____ Date: _____
Owner: _____ Date: _____
Owner: _____ Date: _____

NOTICE: SEE NEXT PAGE FOR IMPORTANT INFORMATION

ORIGINAL



ADDITIONAL PROVISIONS

TAXES AND INSURANCE: While any part of the money owed to Lender remains unpaid, Owner promises: (a) to pay all taxes due on the Collateral; Lender has the option to pay the taxes. On demand, Owner promises promptly to repay to Lender any amounts paid by Lender for taxes; (b) to keep the Collateral fully insured against loss or damage. Owner promises to make this insurance policy payable to Lender in an amount equal to the value of the Collateral or the unpaid balance of Borrower's loan, whichever is less. Owner agrees to deliver proof of insurance to Lender, if requested. Owner agrees to obtain insurance from a company acceptable to Lender. If Owner does not keep the Collateral insured, Lender has the option of purchasing insurance. On demand, Owner promises promptly to repay to Lender the cost of insurance purchased by Lender; in addition, at Lender's option, Lender may require Borrower to repay the cost of insurance purchased by Lender either on demand or by increasing the amount of the installment payments which are due on the Note secured by this Security Agreement. (c) Owner gives Lender the right to sign Owner's name on any check or draft from an insurance company and to apply the money to any debt secured by this Security Agreement. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Collateral or for returned or rebated premiums on policies insuring the Collateral.

DEFAULT: If Owner is in default under this Agreement, Lender may enforce its security interest in the Collateral as provided by law and in this Agreement. This may be done without giving any advance notice or making any demand, unless provided by applicable law. Owner will be in default if: (a) Borrower breaks any promise made in its Note to Lender; (b) Owner breaks any promise made in this Security Agreement; (c) Borrower or Owner breaks any other promise made to Lender in connection with any debt which is secured by this Security Agreement (d) Owner or Borrower is in default under any other Note, Mortgage, or Agreement with Lender; (e) the Collateral is lost, destroyed beyond repair, or stolen (and not recovered within a reasonable time); (f) Owner dies; (g) any other creditor tries to take the Collateral by legal process; (h) the Owner files bankruptcy or if anyone files an involuntary bankruptcy against the Owner; (i) any tax lien or levy is filed or made against the Owner or the Collateral; (j) Owner has made any false statement in this Agreement; (k) the Collateral is seized by federal, state, or local government which alleges that the Collateral was used for unlawful purposes.

ENFORCING THE SECURITY INTEREST: If the Owner is in default, Lender may, without notice or demand, unless required by law, enforce its security interest in the Collateral as follows: (a) Lender may take possession of the Collateral. This may be done without any advance notice to Owner, unless required by law. Lender may enter any property or building where the Collateral is located, if this is done peaceably. Lender is not responsible for any property not covered by this Agreement that is left inside the Collateral or attached to it; (b) Owner agrees to deliver the Collateral to Lender at a time and place chosen by Lender; (c) Lender may enforce its security interest by any and all remedies permitted and/or authorized by law.

DELAY IN ENFORCEMENT: Lender can delay enforcing any rights under this Security Agreement without losing them. Lender's failure to enforce any rights under this Security Agreement shall not act as a waiver of those rights or preclude the exercise of those rights in the event of a future occurrence of the same event.

CHANGE OF TERMS: If the terms of any Note or debt secured by the Collateral are changed, the security interest given by this Agreement will continue to protect Lender.

RELEASE OF SOME OWNERS OR SOME SECURITY: If there is more than one Owner, each agrees to be bound by this Security Agreement, although Lender may release any other Owner or release or substitute any Collateral. If any extension is allowed Borrower by Lender, it shall not affect any provisions of this Security Agreement, whether or not Owner is given notice of the extension.

FINANCING STATEMENTS AND SECURITY AGREEMENTS: Owner agrees to sign such financing statements, security agreements or other documents as Lender believes necessary to permit Lender to get and keep a perfected security interest in the Collateral. Owner gives to Lender the power to sign Owner's name on financing statements. A copy or reproduction of a financing statement or this Security Agreement may be filed as a financing statement. If the Collateral is now or will be permanently attached to real estate, the filing will be in the real estate records. If the Collateral includes a motor vehicle or mobile home, Owner promises to deliver to Lender the certificate of title for the Collateral within 30 days from the date of this Agreement. The security interest in favor of Lender in the amount of Borrower's loan secured will be noted on the certificate of title when it is delivered.

December 29, 2003

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

RE: Account No.: 03-6441
Property Address: 2483 Ashland Road, SR 2007, Osceola Mills, PA 16666

TO: Ralph T. Davis, Jr.

FROM: Tammac Corporation

Enclosed is a notice of your rights under the Homeowners' Emergency Mortgage Assistance Act of 1983.

Your continued delinquency leaves us no choice but to institute these proceedings against you. You will note that you have thirty (30) days from the postmark date hereof to make the required payment demanded or to meet with a bank representative or a consumer credit counseling agency to discuss your default condition. If you have not done either within that time, our attorney will begin foreclosure action.

In any foreclosure action, you shall have the right to assert the nonexistence of a default or any other defense that you may have to acceleration or foreclosure. If you believe that you have such a defense, please contact Jeffrey Goodrich (570) 830-0253 immediately or after consulting with an attorney. You will not receive any further communication from us regarding this matter in addition to the formal notices being sent under separate cover as discussed above.

Very truly yours,
Tammac Corporation

BY: 

**SENT FIRST CLASS MAIL POSTAGE PREPAID UNDER U.S. POSTAL FORM 3817
WHICH IS EVIDENCE OF DELIVERY**

cc: J. Goodrich



Date: December 29, 2003

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 this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	<u>Ralph T. Davis, Jr.</u>
PROPERTY ADDRESS:	<u>2483 Ashland Road, SR 2007</u> <u>Osceola Mills, PA 16666</u>
LOAN ACCT. NO.:	<u>03-6441</u>
ORIGINAL LENDER:	<u>Tammac Corporation</u>
CURRENT LENDER/SERVICER:	<u>Tammac Corporation</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with 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 A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at:

2483 Ashland Road, SR 2007, Osceola Mills, PA 16666

IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT made the required monthly payments from September 10, 2002 through to the present.

Other charges (explain/itemize):

TOTAL AMOUNT PAST DUE: \$14,009.10

- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$14,009.10 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Tammac Corporation
Arena Hub Business Complex
275 Mundy Street
Wilkes-Barre, PA 18702
Attn: Jeffrey Goodrich

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately -3- months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Tammac Corporation

Address: Arena Hub Business Complex 275 Mundy Street, Wilkes-Barre, PA 18702

Phone Number: (570) 830-0253

Fax Number: (570) 830-0258

Contact Person: Jeffrey Goodrich

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 X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CCCS OF NORTHEASTERN PENNSYLVANIA

Clearfield

CCCS of Northeastern PA
208 W. Hamilton Ave.
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668

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

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

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

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

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER
RICHARD M. GOLDBERG
JOSEPH A. LACH
RONALD V. SANTORA
JOSEPH E. KLUGER
JAMES T. SHOEMAKER
DONALD C. LIGORIO
MICHELLE M. QUINN
DAVID AIKENS, JR.
EDWARD J. CIARIMBOLI
JOSEPH M. LIPINSKI

JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
RICHARD S. BISHOP
NEIL E. WENNER
DANIEL J. DISTASIO
ALEXIA KITA BLAKE
MICHAEL J. KOWALSKI
RICHARD M. WILLIAMS
JENNIFER L. ROGERS LITZ
AMANDA V. WRIGHT-KLUGER
MICHAEL A. LOMBARDI III

ALSO MEMBER NJ BAR

ANDREW W. HOURIGAN, JR.
1948-1978

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000
FACSIMILE (570) 287-8005
E-MAIL: hkq@hkqpc.com

SUITE TWO HUNDRED
434 LACKAWANNA AVENUE
SCRANTON, PA 18503-2014
(570) 346-8414
FACSIMILE (570) 961-5072

December 29, 2003

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

RE: Account No.: 03-6441

Property Address: 2483 Ashland Road, SR 2007, Osceola Mills, PA 16666

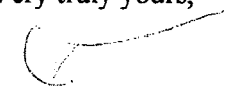
IMPORTANT NOTICE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

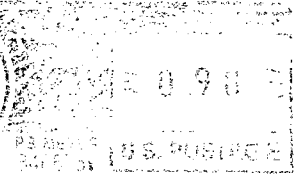
UNLESS YOU, WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, IT WILL BE ASSUMED TO BE VALID.

IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THIRTY (30) DAYS THAT THIS DEBT, OR ANY PORTION THEREOF IS DISPUTED, WE WILL OBTAIN AND FORWARD TO YOU A VERIFICATION OF THE DEBT OR THE JUDGMENT AGAINST YOU. WE WILL ALSO PROVIDE, UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

Very truly yours,


James T. Shoemaker, Esquire

JTS/pah



Affix
postage
Postage

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

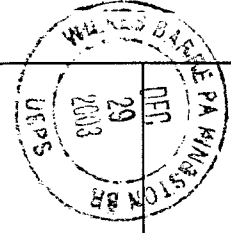
RECEIVED FROM:

JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

RALPH T. DAVIS JR
118 EAGLE CREEK LANE
JULIAN PA 16844

PS FORM 3817, Mar. 1989



FILED
MAR 15 2004
8:56 AM
2004
85.00
2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

TAMMAC CORPORATION

VS.

DAVIS, RALPH T. JR.

COMPLAINT

Sheriff Docket #

15308

04-350-CD

SHERIFF RETURNS

NOW MARCH 16, 2004, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RALPH T. DAVIS JR., DEFENDANT.

NOW MARCH 22, 2004 SERVED THE WITHIN COMPLAINT ON RALPH T. DAVIS JR., DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
27.37	SHERIFF HAWKINS PAID BY: ATTY CK# 98259
10.00	SURCHARGE PAID BY: ATTY CK# 98261
34.00	CENTRE CO. SHFF. PAID BY: ATTY.

Sworn to Before Me This

10th Day Of May 2004

William A. Shaw

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

So Answers,

Chester A. Hawkins
My Marlyn Hamr

Chester A. Hawkins
Sheriff

FILED

0115061
MAY 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S OFFICE CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

A 328
15368

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

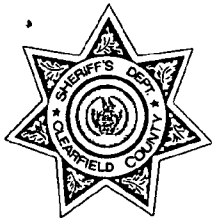
1. Plaintiff(s) <u>TAMMAC CORPORATION</u>		2. Case Number <u>04-350-CD</u>	
3. Defendant(s) <u>RALPH T. DAVIS JR.</u>		4. Type of Writ or Complaint: <u>COMPLAINT</u>	
SERVE → AT { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>RALPH T. DAVIS</u> 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>118 EAGLE CREEK LANE JULIAN PA 16844</u>			
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, <u>20</u> I SHERIFF OF CENTRE 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. <u>Sheriff of Centre County</u>			
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 sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

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

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title		14. Date Filed	15. Expiration/Hearing Date
TO BE COMPLETED BY SHERIFF			
16. Served and made known to <u>RALPH T. DAVIS JR</u> , on the <u>22ND</u> day of <u>MARCH</u> , 20 <u>04</u> , at <u>118 EAGLE CREEK LANE, JULIAN PA</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> and officer of said Defendant company. <input type="checkbox"/> Other			
On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other			
Remarks:			
Advance Costs <u>75.00</u>	Docket <u>9.00</u>	Service <u>9.00</u>	Sur Charge <u>—</u>
Affidavit <u>250</u>	Mileage <u>12.00</u>	Postage <u>.50</u>	Misc. <u>1.00</u>
Total Costs <u>34.00</u>	Costs Due or Refund <u>41.00</u>		
17. AFFIRMED and subscribed to before me this <u>23</u> day of <u>March</u> 20 <u>04</u> <u>Caranne Peters</u> Notary Public			
18. Signature of Dep. Sheriff <u>[Signature]</u>		19. Date <u>3-23-04</u>	
21. Signature of Sheriff		22. Date	
SHERIFF OF CENTRE COUNTY			
Amount Pd.		Page	
24. I ACKNOWLEDGE RECEIVING FROM SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE Member, Pennsylvania Association of Notaries			25. Date Received



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

328
OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 15308

TAMMAC CORPORATION

TERM & NO. 04-350-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT

RALPH T. DAVIS JR.

SERVE BY: 04/14/2004

MAKE REFUND PAYABLE TO:

HOURIGAN, KLUGER & QUINN, ESQ.

SERVE: RALPH T. DAVIS JR.

ADDRESS: 118 EAGLE CREEK LANE, JULIAN, PA. 16844

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF
CENTRE COUNTY, Pennsylvania to execute this writ. This
Deputation being made at the request and risk of the Plaintiff this 16th Day of
MARCH 2004

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

pg 2459-04A
pd. 7.5.0

COPY

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

MAR 15 2004

Attest.

William L. Proth
Prothonotary/
Clerk of Courts

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 267-3000

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

04-350-02
NO. CIVIL 2004

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**COURT ADMINISTRATOR
1 North Second Street
Clearfield, PA 16830
(814) 765-2641**

-or-

**PENNSYLVANIA LAWYER REFERRAL SERVICE
P.O. Box 1086, 100 South St.
Harrisburg, PA 17108
(Pennsylvania residents phone:
1-800-692-7375; out-of-state
residents phone: 1-717-238-6715)**

HOURIGAN, KLUGER & QUINN, P.C.

BY: 
JAMES T. SHOEMAKER, ESQUIRE

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER
RICHARD M. GOLDBERG
JOSEPH A. LACH
RONALD V. SANTORA
JOSEPH E. KLUGER
JAMES T. SHOEMAKER
DONALD C. LIGORIO
MICHELLE M. QUINN
DAVID AIKENS, JR.
EDWARD J. CIARIMBOLI
JOSEPH M. LIPINSKI

JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
RICHARD S. BISHOP
NEIL E. WENNER
DANIEL J. DISTASIO
ALEXIA KITA BLAKE
MICHAEL J. KOWALSKI
RICHARD M. WILLIAMS
JENNIFER L. ROGERS LITZT
AMANDA V. WRIGHT-KLUGER
MICHAEL A. LOMBARDI III

ALSO MEMBER NJ BAR

ANDREW W. HOURIGAN, JR.
1948-1978

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000
FACSIMILE (570) 287-8005
E-MAIL: hkq@hkqpc.com

SUITE TWO HUNDRED
434 LACKAWANNA AVENUE
SCRANTON, PA 18503-2014
(570) 346-8414
FACSIMILE (570) 961-5072

March 10, 2004


Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

RE: Account No.: 03-6441
Property Address: 2483 Ashland Road, SR 2007, Osceola Mills, PA 16666

IMPORTANT NOTICE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Very truly yours,



James T. Shoemaker, Esquire

JTS/pah

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR Plaintiff

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY
:
:

: CIVIL ACTION - LAW
:
:

: NO. CIVIL 2004

COMPLAINT

The plaintiff, Tammac Corporation, by and through its counsel, Hourigan, Kluger & Quinn, P.C., complains of the defendant, Ralph T. Davis, Jr., as follows:

1. The plaintiff is a sales financing and servicing company conducting business in the Commonwealth of Pennsylvania, having its principal office located at the Arena Hub Business Complex, 275 Mundy Street, Wilkes-Barre, PA 18702.

2. The defendant is an adult individual with a last known address of 118 Eagle Creek Lane, Julian, PA 16844.

3. On or about June 27, 2001, the defendant was the owner in fee of improved real estate situate in the Township of Decatur, Clearfield County, Pennsylvania, as more particularly described in Clearfield County Instrument Number 2001-10675, including a 2001 Colony manufactured home bearing serial

number SZ15213AB (the "Manufactured Home") (the "Mortgaged Property"). (A true and correct copy of Clearfield County Instrument Number 2001-10675, is attached hereto, incorporated herein and marked as Exhibit "A.")

4. On or about June 27, 2001, the plaintiff made a loan to the defendant in the amount of \$63,444.28.

5. The aforesaid loan is evidenced by a personal loan note, security agreement and disclosure statement dated June 27, 2001 (the "Note"). (A true and correct copy of the Note is attached hereto, incorporated herein and marked as Exhibit "B.")

6. In order to induce partially the plaintiff to make the aforesaid loan, the defendant executed and delivered to the plaintiff a mortgage (the "Mortgage") on the Mortgaged Property, obligating him to repay the entire principal sum plus interest. (A true and correct copy of the Mortgage is attached hereto, incorporated herein and marked as Exhibit "C.")

7. In order to induce partially the plaintiff to make the aforesaid loan, the defendant also executed and delivered to plaintiff a security agreement (the "Security Agreement") granting plaintiff a security interest in the defendants' Manufactured Home. (A true and correct copy of the Security Agreement is attached hereto as Exhibit "D" and incorporated herein by reference.)

8. A default occurred under the Note, Mortgage and Security Agreement in that the defendant failed to make payments of principal and interest due under the Note, Mortgage and Security Agreement.

9. The defendant was given notice of his rights under the Homeowner's Mortgage Assistance Act of 1983 (the "Act 91 Notice") by regular mail. (A true and correct copy of the Act 91 Notice, the cover letter relative thereto and the U.S. Postal Service Form 3817 relative thereto is attached hereto, incorporated herein by reference and marked collectively as Exhibit "E.")

10. The defendant is the real owner of the Mortgaged Property.

11. The amount due the plaintiff by the defendant as of February 25, 2004 was \$89,355.25, consisting of principal in the amount of \$71,536.50, interest in the amount of \$14,868.70 and miscellaneous charges in the amount of \$2,950.05, exclusive of attorneys' fees and costs.

WHEREFORE, the plaintiff demands judgment in mortgage foreclosure against the defendant in the amount of \$89,355.25, plus accrued interest from February 25, 2003, through to the date of distribution

of Sheriff's sale, accruing at a per diem rate of \$25.83, attorney's fees and costs until paid..

Respectfully submitted,
HOURIGAN, KLUGER & QUINN, P.C.

By: 

James T. Shoemaker, Esquire
I.D. No. 63871
Counsel for the plaintiff, Tammac Corporation

600 Third Avenue
Kingston, PA 18704
Telephone: (570) 287-3000
Facsimile: (570) 287-8005

Dated: March 18, 2004

VERIFICATION

I, Jeffrey A. Goodrich, Collection Supervisor of Tammac Corporation, have the authority to make this verification on its behalf. The statements contained in the foregoing complaint are true and correct to the best of my knowledge or information and belief. I understand that this verification is being made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Jeffrey A. Goodrich, Collection Supervisor

AFFIDAVIT OF COMPLIANCE WITH ACT 91

COMMONWEALTH OF PENNSYLVANIA:

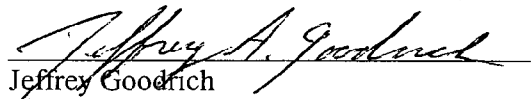
: SS.

COUNTY OF LUZERNE

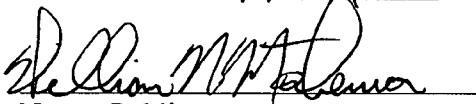
:

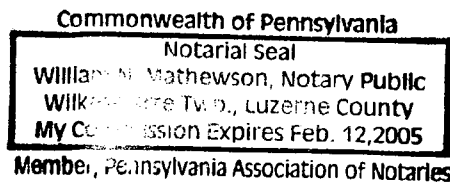
I, Jeffrey Goodrich, Collection Supervisor of Tammac Corporation, being duly sworn according to law, depose and say as follows:

1. On December 29, 2003, counsel for the plaintiff mailed an Act 91 Notice to the defendant by first class mail to the defendant's last known address.
2. To the best of my knowledge, information and belief, neither I, nor any representative of the plaintiff, has been contacted by defendant, or by any consumer counseling agency representing the defendant.
3. To the best of my knowledge, information and belief, neither I, nor any representative of the plaintiff, has been notified by defendant, a consumer counseling agency, or the Pennsylvania Housing Finance Agency, that any applications for assistance have been filed by defendant.


Jeffrey Goodrich

Sworn to and subscribed before me
this 5th day of March, 2004.


Notary Public

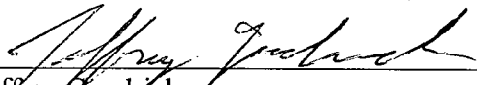


AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LUZERNE :

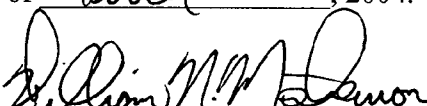
I, Jeffrey Goodrich, Collection Supervisor of Tammac Corporation, being duly sworn according to law, depose and say that the last known address of the above-captioned defendant is as follows:

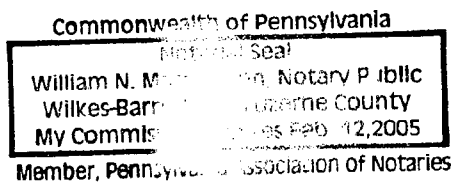
Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844


Jeffrey Goodrich

Sworn to and subscribed

before me this 5th day
of March, 2004.


Notary Public



**AFFIDAVIT OF
NON-MILITARY SERVICE OF DEFENDANT**

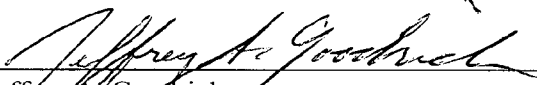
COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF LUZERNE

:

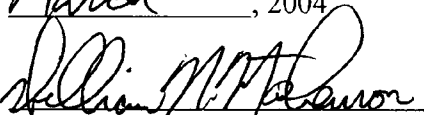
I, Jeffrey A. Goodrich, Collection Supervisor of Tammac Corporation, being duly sworn according to law, depose and say that I did, upon the request of Tammac Corporation, investigate the status of Ralph T. Davis, Jr. with regard to the Soldiers' and Sailors' Civil Relief Act of 1940. To the best of my knowledge or information and belief, Ralph T. Davis, Jr. is not now, or was he, within a period of the last three (3) months, in the military or naval service of the United States within the purview of the Soldiers' and Sailors' Relief Act of 1940.

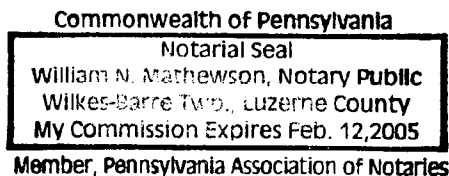

Jeffrey A. Goodrich
Collection Supervisor

Sworn to and subscribed

before me this 28th day of

March, 2004


Notary Public



THIS IS A TRUE AND CERTIFIED
COPY OF THE ORIGINAL.

RETURN TO: Tiger Abstract, Inc.
100 Commerce Blvd., Suite 200
Wilkes-Barre, PA 18702

101 # 20040275
L.C. 7/11/01

THIS DEED,

Made the 27 day of June in the year of our Lord two thousand and one (2001)

BETWEEN William B. Reilly, of the Commonwealth of Pennsylvania

Hereinafter known as GRANTOR(S)

-AND-

Ralph T. Davis, of the Commonwealth of Pennsylvania

Hereinafter known as GRANTEE(S)

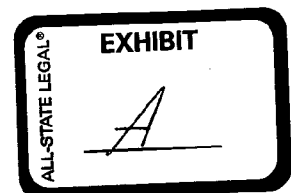
WITNESSETH, that in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED Dollars (\$8,500.00) in hand paid, the receipt whereof is hereby acknowledged, the Grantor(s) does hereby grant and convey to the said Grantee(s) his Heirs, Successors and Assigns,

ALL THAT CERTAIN piece, parcel and tract of land situated, lying and being in the of , County of Clearfield and Commonwealth of Pennsylvania, more particularly described as follows to wit:

SEE EXHIBIT A

BEING the same premises which were conveyed to William B. Reilly by deed from Paul Rightenour, recorded October 27, 1999 in the Office for the Recording of Deeds in and for the County of Clearfield to Instrument Number 199917811.

UNDER AND SUBJECT to any and all conditions, reservations, covenants, restrictions and agreements contained in the chain of title.



LEGAL DESCRIPTION FOR LOT 8 OF THE KEYSTONE TIMBER & LAND COMPANY

All that certain lot or piece of ground, situated in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

Beginning at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566, said point being North 22 Degrees 42 Minutes 05 Seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932 page 544, said point being the southwest corner of the parcel herein conveyed and running;

- 1 Thence along the northern line of Lot Number 9 of the aforementioned Subdivision Due West (270 Degrees) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 511.66 feet to a 3/4" rebar (set), said rebar being on the eastern line of lands of Donald E. Barshinger as described in Deed Book 1932 page 544;
- 2 Thence along the eastern line of lands of Donald E. Barshinger North 00 Degrees 01 Minutes 00 Seconds West a distance of 153.51 feet to a 1" pin (found), said pin being on the southern line of Lot Number 7 of the aforementioned subdivision;
- 3 Thence along the southern line of Lot Number 7 and along the southern line of lands of Anthony M. Kovaloski and Jessica L. Casto as recorded in instrument number 1999017840 Due East (90 Degrees) passing through a 1" pipe (found) at a distance of 3224.21 feet and passing through a railroad rail (found) at a distance of 558.77 feet and continuing on for a total distance of 575.95 feet to a point, said point being on the center line of Pennsylvania State Route SR-2007;
- 4 Thence along the center line of Pennsylvania State Route SR-2007 South 22 Degrees 42 Minutes 30 Seconds West a distance of 166.41 feet to a point and place of beginning.

Containing 1.917 Acres as shown on map prepared by Curry & Associates dated March 2, 2000. Bearing based on the northern line of lands of Marlene Kenjora as shown on the original Lot Layout of the Harbison Walker Refractories Co. as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566.

AND the said Grantor(s) Will Warrant specifically the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand(s) and seal(s) the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

William B. Rulky

Paul Rightenour
PAUL RIGHTENOUR

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

On this, the 27th day of June 2001, before me, the undersigned officer, personally appeared PAUL RIGHTENOUR known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF,

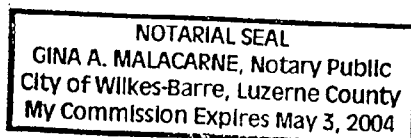
I have hereunto set my hand and official seal.

Gina A. Malacarne

I Hereby Certify, that the address of the within named Grantee is:

Gina A. Malacarne
Agent/Attorney for Grantee

Lot 8
SR 2007
Osceola Mills
PA 16660



Borrower(s) Ralph T Davis Jr Lot #8, S.R. 2007 Osceola Mills PA 16666 "I" means each Borrower above, jointly and severally.	Lender Tammac Corporation 275 Mundy Street Wilkes-Barre, PA 18702 "You" means the Lender, its successors and assigns.	Date <u>06/27/2001</u> A phrase, clause, or paragraph on this form that is preceded by a <input type="checkbox"/> that is not checked does not apply to this loan.
--	--	---

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: Sixty-three thousand four hundred forty-four and 28/100 Dollars \$ 63444.28

plus interest from 06/27/2001 at the rate of 13 % per year until 6/27/2031

☐ **Post Maturity Interest** - After maturity the unpaid balance of principal will earn interest at the rate of _____ % per year.

☐ **Additional Finance Charge** - I also agree to pay a nonrefundable fee of \$ _____ and it will be ☐ paid in cash. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

Payments - The number, amount and due dates for scheduled payments are disclosed in the Truth in Lending disclosure below.

Late Charge - If there is a late charge for this transaction, it will be disclosed in the Truth in Lending disclosure below.

The Purpose Of This Loan Is - purchase manufactured home

☐ **Bad Check Charge** - I agree to pay a charge of \$ _____ if I make a payment with a check that is dishonored.

This Loan Made Under -

☒ This loan is secured by mortgage, dated 06/27/2001

☒ **Security Agreement** - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

2001 56' X 28' Colony SZ15213AB

ANNUAL PERCENTAGE RATE <small>The cost of my credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost me.</small>	AMOUNT FINANCED <small>The amount of credit provided to me or on my behalf.</small>	TOTAL OF PAYMENTS <small>The amount I will have paid when I have made all scheduled payments.</small>
13.49 %	\$ 191343.09	\$ 61315.71	\$ 252658.80

My Payment Schedule will be:

Number of Payments:	Amount of Payments:	When Payments are Due:
360	701.83	Monthly, beginning 30 days after completion of construction.

Security - I am giving a security interest in: ☒ (description of other property)

☒ the Goods or Property being purchased. Lot #8, S.R. 2007 Osceola Mills PA 16666

☐ Collateral securing other loans with you may also secure this loan.

☒ **Late Charge** - I agree to pay a late charge equal to 10.0 % of the unpaid portion of an installment not paid within 15 days after it is due, or \$ 20.00, whichever is greater.

Prepayment - If I pay off this note early, I will not have to pay a penalty.

☒ If I pay off this note early, I will not be entitled to a refund of part of the finance charge.

☐ **Assumption** - Someone buying the property securing this loan ☐ may ☒ cannot assume this loan on its original terms.

I can see my contract documents for any additional information about nonpayment, default, and any required repayment before the scheduled date, and prepayment refunds and penalties.

☐ If you do not meet your contract obligations, you may lose your

Credit Insurance - Credit life, credit accident and sickness (disability), unemployment and any other insurance coverage quoted below, are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). You are quoting below ONLY the coverages I have chosen to purchase.

Credit Life - ☐ Single ☐ Joint Insured _____ Premium \$ _____ Term _____

Credit Disability - ☐ Single ☐ Joint Insured _____ Premium \$ _____ Term _____

Credit Unemployment - ☐ Single ☐ Joint Insured _____ Premium \$ _____ Term _____

Name of Insurance Company _____

My signature below means I want (only) the insurance coverage(s) quoted above. If none are quoted, I have declined all coverages you offered.

X Ralph T Davis Jr. D.O.B. 10/28/54 X _____ D.O.B. _____

X _____ D.O.B. _____ X _____ D.O.B. _____

☒ **Property Insurance** - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

If I get the insurance from or through you, I will pay \$ 354.00 for one year.00 of coverage.

Itemization of Amount Financed Amount paid to me directly \$ <u>0.00</u> Amount paid on my account \$ _____ Amounts paid to others on my behalf To insurance companies \$ _____ To public officials - filing fees only \$ _____ To public officials - other than filing fees \$ _____ Amount pd on your behalf \$ <u>59665.46</u> <u>Buydown</u> \$ _____ <u>Additional Finance Fees</u> \$ <u>3778.82</u> _____ \$ _____ _____ \$ _____ (Minus) Prepaid Finance Charge \$ <u>2128.57</u> Amount Financed \$ <u>61315.71</u>	Signatures - I agree to the terms on page 1 and 2 of this agreement. I have received a copy of this document on today's date. COSIGNERS - SEE SEPARATE NOTICE BEFORE SIGNING. Signature <u>Ralph T Davis Jr.</u> Signature _____ Signature _____ Signature _____
---	---



ADDITIONAL TERMS OF THE NOTE

Definitions - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

If any part of this note cannot be enforced, such fact will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

Prepayment - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

Usury - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

Post Maturity Interest Rate - If this section is checked, the post maturity rate will begin to apply on the day after maturity, or, if the loan is in default and we accelerate after default, on such date.

Default - I will be in default on this loan and any agreement securing this loan if:

1. I fail to make a payment in full when due; or
2. Your prospect of payment, performance, or ability to realize upon the property is significantly impaired.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

Remedies - If I am in default on this loan or any agreement securing this loan, you may exercise your rights provided by law and this agreement. I also understand and agree to the following:

1. You may accelerate the due date of the unpaid principal balance of the loan, plus accrued interest and charges, making it due in its entirety before the scheduled due date.
2. You may realize on any property securing this transaction.
3. You may demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy.
4. You may make a claim for any and all insurance benefits or refunds that may be available.

If I default and you choose not to exercise a remedy, you do not lose the right to treat the event as a default if it happens again.

Costs Of Collection And Attorney's Fees - I agree to pay you the costs you incur to collect this debt or realize on any security. This includes your reasonable attorney's fees and court costs.

This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

Independent Obligation - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

Waiver - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

Privacy - I agree that from time to time you may receive credit information about me from others, including credit reporting agencies and other lenders. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information.

Financial Statements - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

Purchase Money Loan - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

For Federal Usury Preemption for Manufactured Home Loans:

The following terms apply if, on page 1 of this form, the Federal Usury Preemption is cited as the authority for this loan. These terms will supersede anything to the contrary in this form:

1. The late charge, if there is one, will not apply to the final scheduled installment.
2. **PREPAYMENT - YOU MAY PREPAY THIS LOAN IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY.**
3. **Notice Of Default** - Except as provided further below, we will not accelerate the unpaid balance of this Contract, repossess or foreclose on any Property until after we send you a notice of default and any cure period it describes has passed. We may not be required to send you a notice if (1) you have abandoned the Manufactured Home, (2) you received two notices in the prior one-year period, or (3) other extreme circumstances exist.

Notice of Proposed Insurance - If so indicated on the front of this note, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this note. The insurance company named on the front of this note will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this note. The term of insurance will begin as of the date of this note and will end on the original due date of this note.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this note is prepaid before it is due, a refund of insurance charges will be made when due.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

Secured Obligations - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if and to the extent the property:

1. constitutes my principal residence; or
2. is household goods.

This security agreement will last until it is discharged in writing. For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

1. Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
2. Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

Property - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

Ownership And Duties Toward Property - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

Insurance - I agree to buy insurance on the Property against the risks and for the amounts you reasonably require. In addition:

1. I will name you as loss payee on any such policy.
2. You may require added security on this loan if you permit any insurance proceeds to be used to repair or replace the Property.
3. If the insurance proceeds do not cover the amounts I still owe you, I will pay the difference.
4. I will keep the insurance until all debts secured by this agreement are paid.

If I do not buy, maintain, and arrange to have you named as loss payee, as agreed above, I understand and agree:

1. You may, but are not required to, purchase insurance to protect your interest in the Property.
2. The insurance you buy may be from an agent or company I might not choose.
3. The insurance will not cover my equity in the Property.
4. The premium you pay may be substantially higher than the premium I might be required to pay for the insurance I have agreed to buy on this note.

Default And Remedies - If I am in default, in addition to the remedies listed in the note portion of this document, you may (subject to any applicable notice and cure period):

1. Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate in effect on this note until paid in full;
2. Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
3. Use any other remedy allowed by law.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

Filing - A copy of this security agreement may be used as a financing statement when allowed by law.

TURN TO: Tiger Abstract, Inc.
100 Commerce Blvd., Suite 200
Wilkes-Barre, PA 18702

IN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200110676

RECORDED ON

JUL 11, 2001
12:02:32 PM

Total Pages: 7

RECORDING FEES - \$19.00

RECORDED

UNIT IMPROVEMENT \$1.00

AND

RECORDED IMPROVEMENT FUND \$1.00

AT 17 TAX \$0.50

AT \$21.50

CUSTOMER

GER ABSTRACT INC

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 06/27/2001
and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

Ralph T Davis Jr

Lot #8, S.R. 2007 Osceola Mills PA 16666

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

LENDER:

Tammac Corporation
275 Mundy Street
Wilkes-Barre, PA 18702

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:

Including a: 2001 Colony 28 x 56
See attached legal description.

The property is located in Clearfield at Lot #8, S.R. 2007
(County)
Osceola Mills, Pennsylvania 16666
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, 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 \$ 63444.28. 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.



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LEGAL DESCRIPTION FOR LOT 8 OF THE KEYSTONE TIMBER & LAND COMPANY

All that certain lot or piece of ground, situated in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

Beginning at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566, said point being North 22 Degrees 42 Minutes 05 Seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932 page 544, said point being the southwest corner of the parcel herein conveyed and running;

- 1 Thence along the northern line of Lot Number 9 of the aforementioned Subdivision Due West (270 Degrees) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 511.66 feet to a 3/4" rebar (set), said rebar being on the eastern line of lands of Donald E. Barshinger as described in Deed Book 1932 page 544;
- 2 Thence along the eastern line of lands of Donald E. Barshinger North 00 Degrees 01 Minutes 00 Seconds West a distance of 153.51 feet to a 1" pin (found), said pin being on the southern line of Lot Number 7 of the aforementioned subdivision;
- 3 Thence along the southern line of Lot Number 7 and along the southern line of lands of Anthony M. Kovaloski and Jessica L. Casto as recorded in instrument number 1999017840 Due East (90 Degrees) passing through a 1" pipe (found) at a distance of 3224.21 feet and passing through a railroad rail (found) at a distance of 558.77 feet and continuing on for a total distance of 575.95 feet to a point, said point being on the center line of Pennsylvania State Route SR-2007;
- 4 Thence along the center line of Pennsylvania State Route SR-2007 South 22 Degrees 42 Minutes 30 Seconds West a distance of 166.41 feet to a point and place of beginning.

Containing 1.917 Acres as shown on map prepared by Curry & Associates dated March 2, 2000. Bearing based on the northern line of lands of Marlene Kenjora as shown on the original Lot Layout of the Harbison Walker Refractories Co. as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566.

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.)*

Davis, Ralph T Jr , Note Amount: 63444.28 Interest Rate: 13
Contract Date: 06/27/2001 Maturity Date: 8/27/2031

- 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 executed by Mortgagor in favor of Lender 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 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 rescission notice.

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 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. 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.

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.

11. 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.

12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, 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") and rents, issues and profits (all referred to as "Rents"). 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 under the terms of this Security Instrument.

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 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 directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. 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 (PUD), Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or PUD.

14. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. 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.

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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.

16. 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.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and 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. 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 is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. 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.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action 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.
- 19. INSURANCE.** Mortgagor shall keep 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 the 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 the 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.

20. 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.

21. 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.

22. 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.

23. 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. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for its sole benefit. 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.

24. 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.

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

26. 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.

x **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

x **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. This Security Instrument 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.

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.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

Condominium Rider Planned Unit Development Rider Other
Additional Terms.

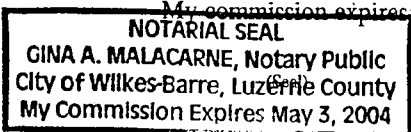
SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Ralph T. Davis Jr. 6/27/01
(Signature) Ralph T. Davis Jr. (Date) (Signature) (Date)
Gina A. Malacarne
(Witness) (Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF *Pennsylvania* COUNTY OF *Luzerne*
On this, the day of *06/27/2001*, before me *Gina A. Malacarne*
(Individual) the undersigned officer, personally appeared *Ralph T. Davis Jr.*
....., 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.



Gina A. Malacarne
Title Agent
Title of Officer

It is hereby certified that the address of the Lender within named is: Tammac Corporation 275
Mundy Street, Wilkes-Barre, PA 18702

LEGAL DESCRIPTION FOR LOT 8 OF THE KEYSTONE TIMBER & LAND COMPANY

All that certain lot or piece of ground, situated in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

Beginning at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566, said point being North 22 Degrees 42 Minutes 05 Seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932 page 544, said point being the southwest corner of the parcel herein conveyed and running;

- 1 Thence along the northern line of Lot Number 9 of the aforementioned Subdivision Due West (270 Degrees) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 511.66 feet to a 3/4" rebar (set), said rebar being on the eastern line of lands of Donald E. Barshinger as described in Deed Book 1932 page 544;
- 2 Thence along the eastern line of lands of Donald E. Barshinger North 00 Degrees 01 Minutes 00 Seconds West a distance of 153.51 feet to a 1" pin (found), said pin being on the southern line of Lot Number 7 of the aforementioned subdivision;
- 3 Thence along the southern line of Lot Number 7 and along the southern line of lands of Anthony M. Kovaloski and Jessica L. Casto as recorded in instrument number 1999017840 Due East (90 Degrees) passing through a 1" pipe (found) at a distance of 3224.21 feet and passing through a railroad rail (found) at a distance of 558.77 feet and continuing on for a total distance of 575.95 feet to a point, said point being on the center line of Pennsylvania State Route SR-2007;
- 4 Thence along the center line of Pennsylvania State Route SR-2007 South 22 Degrees 42 Minutes 30 Seconds West a distance of 166.41 feet to a point and place of beginning.

Containing 1.917 Acres as shown on map prepared by Curry & Associates dated March 2, 2000. Bearing based on the northern line of lands of Marlene Kenjora as shown on the original Lot Layout of the Harbison Walker Refractories Co. as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566.

SECURITY AGREEMENT

Date: 06/27/2001

DEFINITIONS: In this Security Agreement, the word "Lender" means TAMMAC CORPORATION, 275 MUNDY STREET, WILKES-BARRE, PA 18702 which is the secured party.

The word "Borrower" means Ralph T Davis Jr

If there is more than one, the word Borrower means each of the Borrowers, and any Borrower, together with one or more other Borrower and/or with one or more others, jointly and collectively.

The word "Owner" means each and all of those who sign this Security Agreement Below. The Owner is the person, or each and all of these if more than one, to whom the Collateral belongs. The word "Collateral" means all of the property listed below. The Collateral is the property in which the Owner is giving the Lender a security interest.

Whenever used, the singular number shall include the plural, the plural shall include the singular; the use of any gender shall include all genders; the word "person" shall include corporations, partnerships, and all other legal entities; and the words Owner, Lender, and Borrower shall include their respective heirs, personal representatives, successors and assigns.

SECURITY INTEREST: Owner gives to Lender a security interest in the Collateral described below, to secure the payment and/or performance of the obligations listed below in the "Debts Secured" section.

DEBTS SECURED: This Security Agreement secures the payment to Lender of Borrower's loan in the principal amount of \$ 63444.28 plus interest, if the Note provides for payment of principal plus interest (if not, this Security Agreement secures the payment to Lender of the Borrower's loan in the total amount previously stated), according to the promises made in Borrower's "Note" dated 06/27/2001 and the performance of all promises of Borrower made in or in connection with that Note. This Security Agreement also secures payment of: (a) any other debts of Borrower which are owed or assigned to Lender now or in the future; (b) any other debts of Owner which are owed or assigned to Lender now or in the future; (c) all of Lender's costs and expenses, including attorney's fees, incurred in the collection of any debt secured hereby, in any action to protect or enforce Lender's rights under this Security Agreement, or in bankruptcy proceedings of or against Borrower or Owner; (d) all amounts which Owner agrees in this Security Agreement to pay to Lender; and (e) any refinancing, substitution, extension and/or renewal of any of the above. Regardless of any other provisions of this Security Agreement, any household goods, as defined in Federal Reserve Board Regulation AA (12 C.F.R.227.12), in which Lender is getting a security interest, do not secure debts which Borrower or Owner owes to Lender, either now or in the future, other than that debt evidenced by the Note, unless such debts are extensions, refinancings or consolidations of the Note.

OWNER: The Owner(s) of the Collateral is (are): Ralph T Davis Jr

Whose residence address(es) is (are): Lot #8, S.R. 2007 Osceola Mills PA 16666

COLLATERAL: Owner gives to Lender a security interest in: 2001 Colony 56' x 28' SZ15213AB
A Mobile Home, which will be kept at the address listed below, including all accessories, equipment, parts and attachments, identified as follows:

Lot #8, S.R. 2007 Osceola Mills PA 16666

The Owner agrees and represents that the Collateral is and/or will be used for the following purpose and will not be used for any other purpose without prior written notice to Lender: Personal, family or household purposes.

The Collateral ☒ is ☐ is not now permanently attached to a building or other real estate. The Collateral ☒ will ☐ will not be permanently attached to a building or other real estate.

Owner gives Lender a security interest in the proceeds of any Collateral, including any insurance payable by reason of loss or damage to the Collateral. Owner assigns, pledges and gives to Lender a security interest in any unearned insurance policies in connection with the Collateral and/or the indebtedness.

ADDITIONS TO COLLATERAL: Owner also gives to Lender a security interest in any additions, replacements or substitutions which may be made to the Collateral. This includes any equipment, parts or accessories which may be added to the Collateral in the future.

USE OF COLLATERAL: While any part of the money owed to Lender remains unpaid, Owner promises: (a) to use the Collateral carefully and keep it in good repair; (b) to obtain Lender's written permission before making any major alterations; (c) to tell Lender in writing before changing Owner's address or the address where the Collateral is kept; (d) to help Lender protect the rights and security interest given by this Agreement; (e) not to use the Collateral for any unlawful purposes; (f) if Owner has indicated that the Collateral is not and will not be permanently attached to a building or other real estate, it is agreed that the Collateral will remain personal property; (g) to keep the Collateral free of liens, adverse claims, and encumbrances other than the security interest of Lender; (h) to make the Collateral available to Lender for inspection on request; and (i) to notify the Lender immediately if the Collateral is lost, damaged, stolen or destroyed, or if the Collateral is attached, levied, seized, or becomes the subject of an adverse claim.

OWNERSHIP OF COLLATERAL: Owner promises that Owner owns all of the Collateral listed above. Owner promises that no one else has any interest in the Collateral or a claim against it. Owner agrees that the Collateral will not be sold, leased or given to anyone else as collateral until the money owed to Lender has been repaid in full.

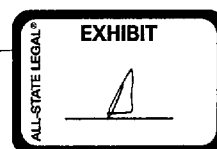
ADDITIONAL PROVISIONS ON THE NEXT PAGE ARE PART OF THIS SECURITY AGREEMENT.

COPY RECEIVED: The Owner acknowledges receipt of a completely filled-in copy of this Security Agreement.

Owner: Ralph T Davis Jr Date: 6/27/01
Ralph T Davis Jr
Owner: _____ Date: _____
Owner: _____ Date: _____
Owner: _____ Date: _____

NOTICE: SEE NEXT PAGE FOR IMPORTANT INFORMATION

ORIGINAL



ADDITIONAL PROVISIONS

TAXES AND INSURANCE: While any part of the money owed to Lender remains unpaid, Owner promises: (a) to pay all taxes due on the Collateral; Lender has the option to pay the taxes. On demand, Owner promises promptly to repay to Lender any amounts paid by Lender for taxes; (b) to keep the Collateral fully insured against loss or damage. Owner promises to make this insurance policy payable to Lender in an amount equal to the value of the Collateral or the unpaid balance of Borrower's loan, whichever is less. Owner agrees to deliver proof of insurance to Lender, if requested. Owner agrees to obtain insurance from a company acceptable to Lender. If Owner does not keep the Collateral insured, Lender has the option of purchasing insurance. On demand, Owner promises promptly to repay to Lender the cost of insurance purchased by Lender; in addition, at Lender's option, Lender may require Borrower to repay the cost of insurance purchased by Lender either on demand or by increasing the amount of the installment payments which are due on the Note secured by this Security Agreement. (c) Owner gives Lender the right to sign Owner's name on any check or draft from an insurance company and to apply the money to any debt secured by this Security Agreement. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Collateral or for returned or rebated premiums on policies insuring the Collateral.

DEFAULT: If Owner is in default under this Agreement, Lender may enforce its security interest in the Collateral as provided by law and in this Agreement. This may be done without giving any advance notice or making any demand, unless provided by applicable law. Owner will be in default if: (a) Borrower breaks any promise made in its Note to Lender; (b) Owner breaks any promise made in this Security Agreement; (c) Borrower or Owner breaks any other promise made to Lender in connection with any debt which is secured by this Security Agreement; (d) Owner or Borrower is in default under any other Note, Mortgage, or Agreement with Lender; (e) the Collateral is lost, destroyed beyond repair, or stolen (and not recovered within a reasonable time); (f) Owner dies; (g) any other creditor tries to take the Collateral by legal process; (h) the Owner files bankruptcy or if anyone files an involuntary bankruptcy against the Owner; (i) any tax lien or levy is filed or made against the Owner or the Collateral; (j) Owner has made any false statement in this Agreement; (k) the Collateral is seized by federal, state, or local government which alleges that the Collateral was used for unlawful purposes.

ENFORCING THE SECURITY INTEREST: If the Owner is in default, Lender may, without notice or demand, unless required by law, enforce its security interest in the Collateral as follows: (a) Lender may take possession of the Collateral. This may be done without any advance notice to Owner, unless required by law. Lender may enter any property or building where the Collateral is located, if this is done peaceably. Lender is not responsible for any property not covered by this Agreement that is left inside the Collateral or attached to it; (b) Owner agrees to deliver the Collateral to Lender at a time and place chosen by Lender; (c) Lender may enforce its security interest by any and all remedies permitted and/or authorized by law.

DELAY IN ENFORCEMENT: Lender can delay enforcing any rights under this Security Agreement without losing them. Lender's failure to enforce any rights under this Security Agreement shall not act as a waiver of those rights or preclude the exercise of those rights in the event of a future occurrence of the same event.

CHANGE OF TERMS: If the terms of any Note or debt secured by the Collateral are changed, the security interest given by this Agreement will continue to protect Lender.

RELEASE OF SOME OWNERS OR SOME SECURITY: If there is more than one Owner, each agrees to be bound by this Security Agreement, although Lender may release any other Owner or release or substitute any Collateral. If any extension is allowed Borrower by Lender, it shall not affect any provisions of this Security Agreement, whether or not Owner is given notice of the extension.

FINANCING STATEMENTS AND SECURITY AGREEMENTS: Owner agrees to sign such financing statements, security agreements or other documents as Lender believes necessary to permit Lender to get and keep a perfected security interest in the Collateral. Owner gives to Lender the power to sign Owner's name on financing statements. A copy or reproduction of a financing statement or this Security Agreement may be filed as a financing statement. If the Collateral is now or will be permanently attached to real estate, the filing will be in the real estate records. If the Collateral includes a motor vehicle or mobile home, Owner promises to deliver to Lender the certificate of title for the Collateral within 30 days from the date of this Agreement. The security interest in favor of Lender in the amount of Borrower's loan secured will be noted on the certificate of title when it is delivered.

December 29, 2003

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

RE: Account No.: 03-6441
Property Address: 2483 Ashland Road, SR 2007, Osceola Mills, PA 16666

TO: Ralph T. Davis, Jr.

FROM: Tammac Corporation

Enclosed is a notice of your rights under the Homeowners' Emergency Mortgage Assistance Act of 1983.

Your continued delinquency leaves us no choice but to institute these proceedings against you. You will note that you have thirty (30) days from the postmark date hereof to make the required payment demanded or to meet with a bank representative or a consumer credit counseling agency to discuss your default condition. If you have not done either within that time, our attorney will begin foreclosure action.

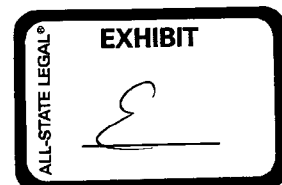
In any foreclosure action, you shall have the right to assert the nonexistence of a default or any other defense that you may have to acceleration or foreclosure. If you believe that you have such a defense, please contact Jeffrey Goodrich (570) 830-0253 immediately or after consulting with an attorney. You will not receive any further communication from us regarding this matter in addition to the formal notices being sent under separate cover as discussed above.

Very truly yours,
Tammac Corporation

BY: 

**SENT FIRST CLASS MAIL POSTAGE PREPAID UNDER U.S. POSTAL FORM 3817
WHICH IS EVIDENCE OF DELIVERY**

cc: J. Goodrich



Date: December 29, 2003

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 this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	<u>Ralph T. Davis, Jr.</u>
PROPERTY ADDRESS:	<u>2483 Ashland Road, SR 2007</u> <u>Osceola Mills, PA 16666</u>
LOAN ACCT. NO.:	<u>03-6441</u>
ORIGINAL LENDER:	<u>Tammac Corporation</u>
CURRENT LENDER/SERVICER:	<u>Tammac Corporation</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE—Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with 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 A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

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

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

NATURE OF THE DEFAULT—The MORTGAGE debt held by the above lender on your property located at:

2483 Ashland Road, SR 2007, Osceola Mills, PA 16666

IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT made the required monthly payments from September 10, 2002 through to the present.

Other charges (explain/itemize):

TOTAL AMOUNT PAST DUE: \$14,009.10

- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$14,009.10 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Tammac Corporation
Arena Hub Business Complex
275 Mundy Street
Wilkes-Barre, PA 18702
Attn: Jeffrey Goodrich

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately -3- months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Tammac Corporation

Address: Arena Hub Business Complex 275 Mundy Street, Wilkes-Barre, PA 18702

Phone Number: (570) 830-0253

Fax Number: (570) 830-0258

Contact Person: Jeffrey Goodrich

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 X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CCCS OF NORTHEASTERN PENNSYLVANIA

Clearfield

CCCS of Northeastern PA
208 W. Hamilton Ave.
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668

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

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

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

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

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER
RICHARD M. GOLDBERG
JOSEPH A. LACH
RONALD V. SANTORA
JOSEPH E. KLUGER
JAMES T. SHOEMAKER
DONALD C. LIGORIO
MICHELLE M. QUINN
DAVID AIKENS, JR.
EDWARD J. CIARIMBOLI
JOSEPH M. LIPINSKI

JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
RICHARD S. BISHOP
NEIL E. WENNER
DANIEL J. DISTASIO
ALEXIA KITA BLAKE
MICHAEL J. KOWALSKI
RICHARD M. WILLIAMS
JENNIFER L. ROGERS LITZ
AMANDA V. WRIGHT-KLUGER
MICHAEL A. LOMBARDI III

*ALSO MEMBER NJ BAR

ANDREW W. HOURIGAN, JR.
1948-1978

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000
FACSIMILE (570) 287-8005
E-MAIL: hkq@hkqpc.com

SUITE TWO HUNDRED
434 LACKAWANNA AVENUE
SCRANTON, PA 18503-2014
(570) 346-8414
FACSIMILE (570) 961-6072

December 29, 2003

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

RE: Account No.: 03-6441

Property Address: 2483 Ashland Road, SR 2007, Osceola Mills, PA 16666

IMPORTANT NOTICE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

UNLESS YOU, WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, IT WILL BE ASSUMED TO BE VALID.

IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THIRTY (30) DAYS THAT THIS DEBT, OR ANY PORTION THEREOF IS DISPUTED, WE WILL OBTAIN AND FORWARD TO YOU A VERIFICATION OF THE DEBT OR THE JUDGMENT AGAINST YOU. WE WILL ALSO PROVIDE, UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

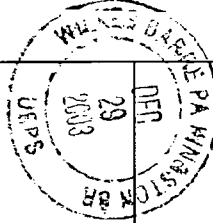
Very truly yours,


James T. Shoemaker, Esquire

JTS/pah



Affix
postage
here



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

RECEIVED FROM:

JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
500 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

RALPH T. DAVIS JR
118 EAGLE CREEK LANE
JULIAN PA 16844

PS FORM 3817, Mar. 1989

FILED

MAY 19 2004

William A. Shaw
Prothonotary, Clerk of Courts

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY
:
:
:

: CIVIL ACTION - LAW
:
:
:

: NO. 04-350-CD CIVIL 2004

**10 NOTICE OF PRAECIPE TO
ENTER JUDGMENT BY DEFAULT**

TO: Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844
Tammac Account No. 03-6441

Date of Notice: May 17, 2004

IMPORTANT NOTICE

Pursuant to PA RCP 237.5

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE

ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
1 North Second Street
Clearfield, PA 16830
(814) 765-2641

-or-

PENNSYLVANIA LAWYER REFERRAL SERVICE
P.O. Box 1086, 100 South St.
Harrisburg, PA 17108
(Pennsylvania residents phone:
1-800-692-7375; out-of-state
residents phone: 1-717-238-6715)

Respectfully submitted,
Hourigan, Kluger & Quinn, P.C.

By



James T. Shoemaker, Esquire
Supreme Court ID No. 63871
Counsel for the Plaintiff,
Tammac Corporation

600 Third Avenue
Kingston, PA 18704
Telephone No: 570-287-3000
Facsimile No. 570-287-8005

FILED
MAY 19 2004
William A. Shaw
Prothonotary/Clerk of Courts

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY

:
:
:
: CIVIL ACTION - LAW

:
:
:
: NO. 04-350-CD CIVIL 2004

DEFAULT JUDGMENT

AND NOW, this _____ day of June, 2004, judgment in mortgage foreclosure is entered in favor of the plaintiff, Tammac Corporation, and against the defendant, Ralph T. Davis, Jr., in the amount of \$89,355.25, plus accrued interest from February 25, 2003 through to the date of distribution of Sheriff's sale, accruing at the per diem rate of \$25.83, attorneys' fees and costs until paid.

PROTHONOTARY

By _____

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY
:

: CIVIL ACTION - LAW
:

: NO. 04-350-CD CIVIL 2004

CERTIFICATE OF SERVICE

I, James T. Shoemaker, Esquire, hereby certify that I am serving a true and correct copy of the foregoing praecipe for entry of default judgment upon the defendant, by depositing said document in the United States mail, first class, postage pre-paid, addressed as follows:


Ralph T. Davis, Jr.
2483 Ashland Road
S.R. 2007
Osceola Mills, PA 16666

and

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

Respectfully submitted,
Hourigan, Kluger & Quinn, P.C.

By


James T. Shoemaker, Esquire
Supreme Court ID No. 63871
Counsel for the Plaintiff,
Tammac Corporation

600 Third Avenue
Kingston, PA 18704
Telephone No: 570-287-3000
Facsimile No. 570-287-8005

Dated: June 4, 2004



ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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(Pennsylvania residents phone:
1-800-692-7375; out-of-state
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Respectfully submitted,
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By



James T. Shoemaker, Esquire
Supreme Court ID No. 63871
Counsel for the Plaintiff,
Tammac Corporation

600 Third Avenue
Kingston, PA 18704
Telephone No: 570-287-3000
Facsimile No. 570-287-8005

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

: NO. 04-350-CD CIVIL 2004

611758.1

FILED
JUN 10 10:44 AM
JUN 09 2004
*See to day
JUN 10 2004*

William A. Shaw
Prothonotary

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

Tammac Corporation
Plaintiff(s)

No.: 2004-00350-CD

Real Debt: \$89,355.25

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 9, 2004

Expires: June 9, 2009

Vs.

Ralph T. Davis Jr.
Defendant(s)

Certified from the record this 9th day of June, 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

I. Defendant Richard J. Cormann

Defendant Cormann argues that he is entitled to summary judgment on the grounds that the Breach of Contract claim set forth in the First Count of Plaintiffs' Second Amended Complaint fails to state a claim upon which relief can be granted because (1) he is not a party to any contract with Plaintiffs, (2) to the extent that Plaintiffs are asserting that he is liable on the theory of alter ego, Plaintiffs have failed to plead such a claim. In addition, Defendant Cormann argues that to the extent that Plaintiffs are asserting a direct claim for breach of fiduciary duty, such claim can only be maintained as a derivative claim under Pennsylvania law. In opposition to the Motion for Summary Judgment, Plaintiffs argue that evidence submitted to this Court is sufficient to raise a controverted issue of fact with respect to whether Defendant Cormann is liable to them because Defendant Cormann, "as sole stockholder, officer and director of Pennsylvania Lines is its alter ego." (Plaintiffs' Brief in Support of Their Answer to Motion of R.J. Cormann Railway Company/Pennsylvania Lines, Inc. and Richard J. Cormann for Summary Judgment, page 13). In addition, Plaintiffs assert that the evidence supports their "direct claim" that Defendant Cormann is liable to the C&M shareholders for "breaches of his fiduciary duty to the Class."

A. Breach of Contract

Under Pennsylvania law, where a party enters into a contract with a corporation, a claim for the breach of such contract lies with the corporation and not with an officer of the corporation. First Realvest, Inc. v. Avery Builders, Inc., 600 A.2d 601, 603 (Pa. Super. 1991). An officer or director of a corporation will not be held liable for the corporation's breach of a contract absent the successful assertion of the equitable doctrine of piercing the corporate veil. Id. This doctrine is used in only limited circumstances, and a plaintiff seeking to pierce the

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

NO. 04-350-CD

To the Prothonotary:

Issue writ of execution in the above matter.

Principal & Interest from 02/25/03	\$89,355.25
Accrued Interest from 02/25/03 (Per diem \$25.83)	\$
Attorney's Fees	\$3,212.53

TOTAL

\$92,567.78
plus interest and
costs

125.00 Prothonotary costs



James T. Shoemaker, Esquire
Attorney for the plaintiff,
Tammac Corporation

FILED *ICC Sheriff and Co*
m/12:41 PM *writs w/prop descr.*
AUG 02 2004
William A. Shaw *Atty pd. 2000*
Prothonotary/Clerk of Courts

No. 350-CD Term, 2004 J.D.

No. _____ Term, 2004 _____ E.D.

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

TAMMAC CORPORATION

Plaintiff,

vs.

**RALPH T. DAVIS, JR.
Defendants.**

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

JAMES T. SHOEMAKER, ESQUIRE
Address: 600 Third Avenue
Kingston, PA 18704

Where papers may be served

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR Plaintiff

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

NO. 04-350-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

The plaintiff in the above action sets forth as of the date the praecipe for writ of execution was filed the following information concerning the real property located at 2483 Ashland Road, SR 2007, Osceola Mills, Clearfield County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto.

1. Name and address of owners:

Ralph T. Davis, Jr.
2483 Ashland Road
SSR 2007
Osceola Mills, PA 16666

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

2. Name and address of defendants in the judgment:

Ralph T. Davis, Jr.
2483 Ashland Road
SSR 2007
Osceola Mills, PA 16666

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

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

Tammac Corporation
Arena Hub Business Complex
275 Mundy St.
Wilkes-Barre, PA 18702

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

Tammac Corporation
Arena Hub Business Complex
275 Mundy St.
Wilkes-Barre, PA 18702

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

Clearfield County Tax Claim Bureau
230 E. Market St.
Clearfield, PA 16830

Robert J. Demko
RR 2 Box 140
Ginter, PA 16651

Decatur Township Tax Collector
Jack Webster
920 Drane Highway
Osceola Mills, PA 16666

6. 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:

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. §4904 relating to unsworn falsification to authorities.

HOURIGAN, KLUGER & QUINN, P.C.

By: _____

James T. Shoemaker, Esquire
Attorney for the plaintiff,
Tammac Corporation

ALL THAT CERTAIN lot or piece of ground, situated in the Township of Decatur, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320, page 566, said point being North 22 degrees 42 minutes 05 seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932, page 544, said point being the southwest corner of the parcel herein conveyed and running;

1. THENCE along the northern line of Lot Number 9 of the aforementioned Subdivision Due West (270 degrees) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 511.66 feet to a 3/4" rebar (set), said rebar being on the eastern line of lands of Donald E. Barshinger as described in Deed Book 1932, page 544;
2. THENCE along the eastern line of lands of Donald E. Barshinger North 99 degrees 01 minutes 00 seconds West a distance of 153.51 feet to a 1" pin (found), said pin being on the southern line of Lot Number 7 of the aforementioned subdivision;
3. THENCE along the southern line of Lot Number 7 and along the southern line of lands of Anthony M. Kovaloski and Jessica L. Casto as recorded in instrument number 199901740 Due East (90 Degrees) passing through a 1" pipe (found) at a distance of 3224.21 feet and passing through a railroad rail (found) at a distance of 558.77 feet and continuing on for a total distance of 575.95 feet to a point, said point being on the center line of Pennsylvania State Route SR-2007;
4. THENCE along the center line of Pennsylvania State Route SR-2007 South 22 degrees 42 minutes 30 seconds West a distance of 166.41 feet to a point and place of BEGINNING.

CONTAINING 1.917 acres as shown on map prepared by Curry & Associates dated March 2, 2000. Bearing based on the northern line of lands of Marlene Kenjora as shown on the original Lot Layout of the Harbison Walker Refractories Co. as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566.

BEING the same premises conveyed to Ralph T. Davis, Jr., by Deed of Paul Rightenour, dated June 27, 2001 and recorded at Instrument No. 200110675, in the Office of the Recorder of Deeds in and for Clearfield County.

THE PROPERTY IDENTIFICATION NUMBER
OF THE ABOVE DESCRIBED PARCEL IS 112-M12-152

This property is improved with a residential dwelling.

ADDRESS: 2483 Ashland Road, SR 2007
Osceola Mills, PA 16666

Exhibit "A"

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

•

•

•

•

•

•

COURT ADMINISTRATOR

1 North Second Street
Clearfield, PA 16830
(814) 765-2641

-or-

PENNSYLVANIA LAWYERS REFERRAL SERVICE

P.O. Box 1086
100 South Street
Harrisburg, PA 17109
1-800-692-7375

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

[illegible]

CIVIL ACTION - LAW

: NO. 04-350-CD

:

:

- :

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

NO. 04-350-CD

CLAIM FOR EXEMPTION

TO THE SHERIFF

I, the above-named Defendant, Ralph T. Davis, Jr., 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 \$300.00 statutory exemption be
 - _____ (i) set aside in kind (specify property to be set aside in kind):
_____;
 - _____ (ii) paid in cash following the sale of property levied upon;
 - (b) I claim the following exemption (specify property and basis of exemption);

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

- (a) My \$300.00 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

I verify that the statements made in this Claim of 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.

Dated: _____

By: _____
Ralph T. Davis, Jr.

THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF CLEARFIELD COUNTY:
COURTHOUSE
CLEARFIELD, PA 16830

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 Rule 3257

TAMMAC CORPORATION,

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Plaintiff

vs.

CIVIL ACTION - LAW

RALPH T. DAVIS, JR.

Defendants

NO. 04-350-CD

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF ^{Clearfield} ~~LUZERNE~~ COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

See attached Exhibit "A"


Principal & Interest from 02/25/03	\$89,355.25
Accrued Interest from	
02/25/03 (Per diem \$25.83)	\$
Attorney's Fees	\$3,212.53

TOTAL

\$92,567.78

plus interest and

costs 125.00 Prothonotary costs


Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

Dated 8/2/04

(SEAL)

By: _____

Deputy

No. 350-CD Term, 2004 J.D.

No. _____ Term, 2004 E.D.

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

TAMMAC CORPORATION

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendant

WRIT OF EXECUTION

(Mortgage Foreclosure)

Claim \$ 89,355.25

Interest from 2/25/03

Costs

Execution Atty. Pd. _____

Judgment Fee _____

Sheriff _____

Atty's. Fee _____

Atty's. Comm. 3,212.53

Satisfaction _____

Prothonotary costs: \$125.00

Hourigan, Kluger & Quinn, PC

James T. Shoemaker, Esq. Attorney for Plaintiff(s)

Address: 600 Third Avenue, Kingston, PA 18704

Where papers may be served

ALL THAT CERTAIN lot or piece of ground, situated in the Township of Decatur, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320, page 566, said point being North 22 degrees 42 minutes 05 seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932, page 544, said point being the southwest corner of the parcel herein conveyed and running;

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THE PROPERTY IDENTIFICATION NUMBER
OF THE ABOVE DESCRIBED PARCEL IS 112-M12-152

This property is improved with a residential dwelling.

ADDRESS: 2483 Ashland Road, SR 2007
Osceola Mills, PA 16666

Exhibit "A"

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

ATTORNEY FOR Plaintiff

FILED ^{E6K}
m/10:40
NOV 02 2004
William A. Shaw
Prothonotary/Clerk of Courts

TAMMAC CORPORATION,	:	IN THE COURT OF COMMON PLEAS
	:	OF CLEARFIELD COUNTY
	:	
Plaintiff	:	
vs.	:	CIVIL ACTION - LAW
	:	
RALPH T. DAVIS, JR.	:	
	:	
Defendant	:	NO. 04-350-CD

AFFIDAVIT

I, James T. Shoemaker, Esquire, being duly sworn according to law, depose and state as follows:

1. That I am the attorney for the plaintiff in the above-captioned matter.
2. That on October 29, 2004, a notice of sheriff's sale was sent to:

RALPH T. DAVIS, JR.
2483 ASHLAND ROAD
SR 2007
OSCEOLA MILLS, PA 16666

RALPH T. DAVIS, JR.
118 EAGLE CREEK LANE
JULIAN, PA 16844

TAMMAC CORPORATION
ARENA HUB BUSINESS COMPLEX
275 MUNDY ST.
WILKES-BARRE, PA 18702

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 EAST MARKET ST.
CLEARFIELD, PA 16830

DECATUR TOWNSHIP TAX COLLECTOR
JACK WEBSTER
920 DRANE HIGHWAY
OSCEOLA MILLS, PA 16666

ROBERT J. DEMKO
RR #2, BOX 140
GINTER, PA 16651

A true and correct copy of the certificates of mailing is attached hereto and made a part hereof
and marked Exhibit "A."

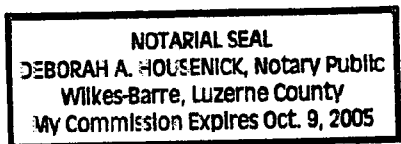
Respectfully submitted,
HOURIGAN, KLUGER & QUINN, P.C.

By: 

James T. Shoemaker, Esquire,
Counsel for the plaintiff,
Tammac Corporation

Sworn to and subscribed
before me, this 29th day
of October, 2004.


Notary Public



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

RECEIVED FROM:

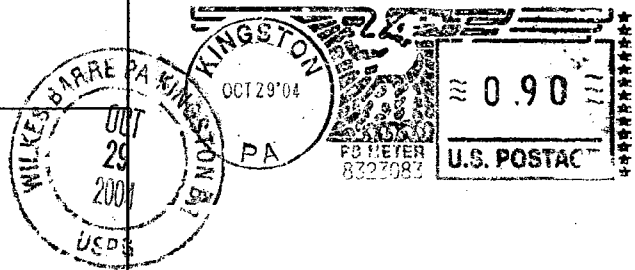
JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

RALPH T. DAVIS, JR.
2483 ASHLAND ROAD
SR 2007
OSCEOLA MILLS, PA 16666

PS FORM 3817, Mar. 1989

Affix fee here in stamps or meter
postage and post mark. Inquire of
Postmaster for current fee.



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

RECEIVED FROM:

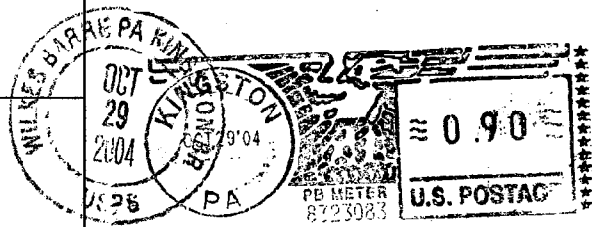
JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

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118 EAGLE CREEK LANE
JULIAN, PA 16844

PS FORM 3817, Mar. 1989

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RECEIVED FROM:

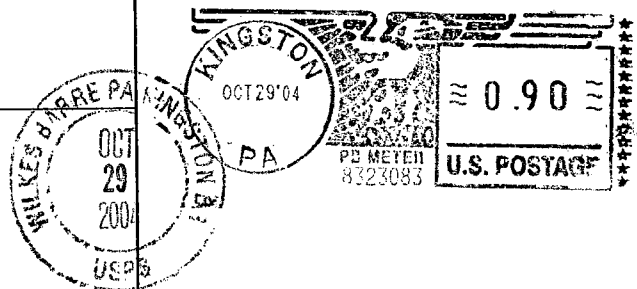
JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

TAMMAC CORPORATION
ARENA HUB BUSINESS COMPLEX
275 MUNDY ST.
WILKES-BARRE, PA 18702

PS FORM 3817, Mar. 1989

Affix fee here in stamps or meter
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Postmaster for current fee.



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

RECEIVED FROM:

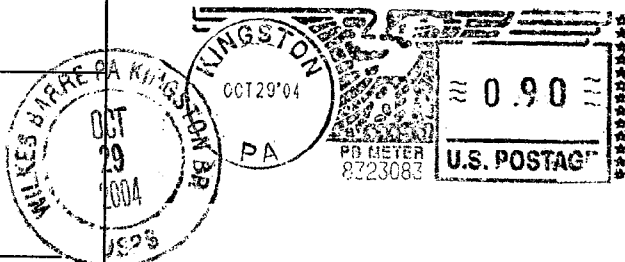
JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 EAST MARKET ST.
CLEARFIELD, PA 16830

PS FORM 3817, Mar. 1989

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Postmaster for current fee.



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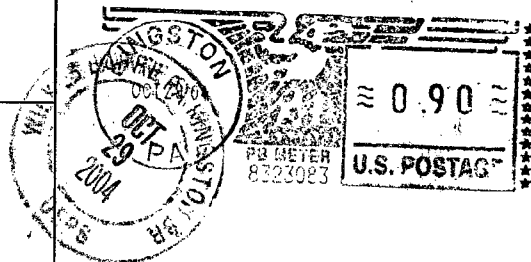
JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

DECATUR TOWNSHIP TAX COLLECTOR
JACK WEBSTER
920 DRANE HIGHWAY
OSCEOLA MILLS, PA 16666

PS FORM 3817, Mar. 1989

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Postmaster for current fee.



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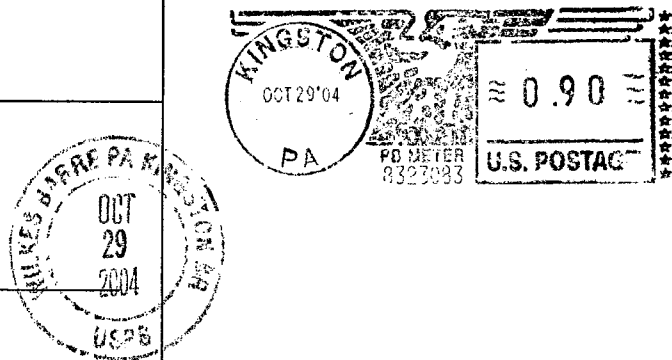
JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

ROBERT J. DEMKO
RR #2, BOX 140
GINTER, PA 16651

PS FORM 3817, Mar. 1989

Affix fee here in stamps or meter
postage and post mark. Inquire of
Postmaster for current fee.



HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR Plaintiff

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

NO. 04-350-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

The plaintiff in the above action sets forth as of the date the praecipe for writ of execution was filed the following information concerning the real property located at 2483 Ashland Road, SR 2007, Osceola Mills, Clearfield County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto.

1. Name and address of owners:

Ralph T. Davis, Jr.
2483 Ashland Road
SSR 2007
Osceola Mills, PA 16666

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

640030.1

FILED

NOV 29 2004

William A. Shaw

Prothonotary/Clerk of Courts

1 COPY TO SHFF

1 COPY TO ATTY

2. Name and address of defendants in the judgment:

Ralph T. Davis, Jr.
2483 Ashland Road
SSR 2007
Osceola Mills, PA 16666

Ralph T. Davis, Jr.
118 Eagle Creek Lane
Julian, PA 16844

Ralph T. Davis, Jr.
403 Lingle St.
Osceola Mills, PA 16666-1119

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

Tammac Corporation
Arena Hub Business Complex
275 Mundy St.
Wilkes-Barre, PA 18702

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

Tammac Corporation
Arena Hub Business Complex
275 Mundy St.
Wilkes-Barre, PA 18702

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

Clearfield County Tax Claim Bureau
230 E. Market St.
Clearfield, PA 16830

Robert J. Pemko
RR 2 Box 140
Ginter, PA 16651

Decatur Township Tax Collector
Jack Webster
920 Drane Highway
Osceola Mills, PA 16666

6. 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:

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. §4904 relating to unsworn falsification to authorities.

HOURLIGAN, KLEUGER & QUINN, P.C.

By: 

James T. Shoemaker, Esquire

Attorney for the plaintiff,

Tammac Corporation

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16428
NO: 04-350-CD

PLAINTIFF: TAMMAC CORPORATION
vs.
DEFENDANT: DAVIS, RALPH T., JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/02/2004

LEVY TAKEN 10/22/2004 @ 11:32 AM

POSTED 10/22/2004 @ 11:32 AM

SALE HELD 01/07/2005

SOLD TO TAMMAC CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/04/2005

DATE DEED FILED 04/04/2005

PROPERTY ADDRESS 2483 ASHLAND ROAD, SR 2007 OSCEOLA MILLS , PA 16666

ESU
FILED
01/31/23/01
APR 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@

SERVED RALPH T. DAVIS, JR.

NOW, NOVEMBER 3, 2004 CENTRE COUNTY UNABLE TO SERVE THE DEFENDANT, RALPH T. DAVIS, JR.

12/08/2004 @ 11:10 AM SERVED RALPH T. DAVIS, JR.

SERVED RALPH T. DAVIS, JR. DEFENDANT, AT HIS EMPLOYMENT, BLACK'S MOBILE HOME SALES, RT 53, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RALPH T. DAVIS, JR.

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.

@

SERVED

NOVEMBER 23, 2004 ATTORNEY OFFICE FAXED LETTER TO CONTINUE THE SHERIFF SALE TO JANUARY 7, 2005.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16428
NO: 04-350-CD

PLAINTIFF: TAMMAC CORPORATION
vs.
DEFENDANT: DAVIS, RALPH T., JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN


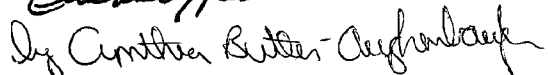
SHERIFF HAWKINS \$245.41

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 Rule 3257

TAMMAC CORPORATION,

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Plaintiff

vs.

CIVIL ACTION - LAW

RALPH T. DAVIS, JR.

Defendants

NO. 04-350-CD

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF ^{Clearfield} LUZERNE COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

See attached Exhibit "A"

Principal & Interest from 02/25/03	\$89,355.25
Accrued Interest from 02/25/03 (Per diem \$25.83)	\$
Attorney's Fees	\$3,212.53

TOTAL

\$92,567.78
plus interest and

costs 125.00 Prothonotary cos

William H. Hays
Prothonotary, Court of Common Pleas of
Clearfield County, Pennsylvania

Dated 8/2/04

(SEAL)

By: _____
Deputy

Received August 2, 2004 @ 1:30 P.M.
Chester A. Harkins
By Cynthia Butler-Ayler

No. 350-CD Term, 2004 J.D.

No. _____ Term, 2004 E.D.

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

TAMMAC CORPORATION

Plaintiff

vs.

RALPH T. DAVIS, JR.

Defendant

WRIT OF EXECUTION

(Mortgage Foreclosure)

Claim \$ 89,355.25

Interest from 2/25/03

Costs

Execution Atty. Pd. _____

Judgment Fee _____

Sheriff _____

Atty's. Fee _____

Atty's. Comm. 3,212.53

Satisfaction _____

Prothonotary costs: \$125.00

Hourigan, Kluger & Quinn, PC

James T. Shoemaker, Esq. Attorney for Plaintiff(s)

Address: 600 Third Avenue, Kingston, PA 18704

Where papers may be served

ALL THAT CERTAIN lot or piece of ground, situated in the Township of Decatur, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center line of Pennsylvania State Route SR-2007, said point being the northeast corner of Lot Number 9 of the Harbison Walker Refractories Co. Subdivision as shown on map dated November 21, 1927 and recorded in Deed Book 320, page 566, said point being North 22 degrees 42 minutes 05 seconds East a distance of 165.09 feet from the common corner of lands of Lot Number 9 and the lands of Donald E. Barshinger as described in Deed Book 1932, page 544, said point being the southwest corner of the parcel herein conveyed and running;

1. THENCE along the northern line of Lot Number 9 of the aforementioned Subdivision Due West (270 degrees) passing through a 3/4" rebar (set) at a distance of 25.00 feet and continuing on for a total distance of 511.66 feet to a 3/4" rebar (set), said rebar being on the eastern line of lands of Donald E. Barshinger as described in Deed Book 1932, page 544;
2. THENCE along the eastern line of lands of Donald E. Barshinger North 99 degrees 01 minutes 00 seconds West a distance of 153.51 feet to a 1" pin (found), said pin being on the southern line of Lot Number 7 of the aforementioned subdivision;
3. THENCE along the southern line of Lot Number 7 and along the southern line of lands of Anthony M. Kovaloski and Jessica L. Casto as recorded in instrument number 199901740 Due East (90 Degrees) passing through a 1" pipe (found) at a distance of 3224.21 feet and passing through a railroad rail (found) at a distance of 558.77 feet and continuing on for a total distance of 575.95 feet to a point, said point being on the center line of Pennsylvania State Route SR-2007;
4. THENCE along the center line of Pennsylvania State Route SR-2007 South 22 degrees 42 minutes 30 seconds West a distance of 166.41 feet to a point and place of BEGINNING.

CONTAINING 1.917 acres as shown on map prepared by Curry & Associates dated March 2, 2000. Bearing based on the northern line of lands of Marlene Kenjora as shown on the original Lot Layout of the Harbison Walker Refractories Co. as shown on map dated November 21, 1927 and recorded in Deed Book 320 page 566.

BEING the same premises conveyed to Ralph T. Davis, Jr., by Deed of Paul Rightenour, dated June 27, 2001 and recorded at Instrument No. 200110675, in the Office of the Recorder of Deeds in and for Clearfield County.

THE PROPERTY IDENTIFICATION NUMBER
OF THE ABOVE DESCRIBED PARCEL IS 112-M12-152

This property is improved with a residential dwelling.

ADDRESS: 2483 Ashland Road, SR 2007
Osceola Mills, PA 16666

Exhibit "A"

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RALPH T. DAVIS, JR.

NO. 04-350-CD

NOW, March 22, 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 January 07, 2005, I exposed the within described real estate of Davis, Ralph T., Jr. to public venue or outcry at which time and place I sold the same to TAMMAC CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	15.00
LEVY	15.00
MILEAGE	15.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.41
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	

TOTAL SHERIFF COSTS \$245.41

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	89,355.25
INTEREST @ 25.8300 %	17,616.06
FROM 02/25/2003 TO 01/07/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST \$110,203.84

COSTS:

ADVERTISING	570.90
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	245.41
LEGAL JOURNAL COSTS	225.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS \$1,341.81

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



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

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

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TAMMAC CORPORATION

TERM & NO. 04-350-CD

VS

RALPH T. DAVIS, JR.

DOCUMENTS TO BE SERVED:

NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY:

ASAP

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

SERVE: RALLPH T. DAVIS, JR.

ADDRESS: 118 EAGLE CREEK LANE, JULIAN, PA 16844

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY PENNSYLVANIA to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 28TH Day of OCTOBER 2004.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

P92909-AA
PA 75.0

(Civil)

SHERIFF'S OFFICE WORK SHEET

1299

Deputy assigned DD Date assigned 11/01/04 Last Day ASAP

DEFENDANT (S) Ralph T. Davis, Jr. Type of Writ Notice, Exec. + Levy

address 118 Eagle Creek Ln. Order # 04-350-CD

Julian Page # 2909-AA

PLAINTIFF Tammac Corp. Date Served _____

Action Taken

Date/Time

11/3/04 1335 Moved out April - Works @ Black's Mobile
Home Osceola Mills

Miscellaneous Information

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
PROCESS RECEIPT, AND AFFIDAVIT OF RETURN			
1. Plaintiff(s) TAMMAC CORPORATION		2. Case Number 04-350-CD	
3. Defendant(s) RALPH T. DAVIS, JR		4. Type of Writ or Complaint: NOTICE OF SALE, EXECUTION, COPY OF LEVY	
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. RALPH T. DAVIS, JR			
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 118 Eagle Creek Ln, Julian, Pa.			
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, <u>20</u> I SHERIFF OF CENTRE 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 Centre 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 sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator		10. Telephone Number	11. Date
		12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
* 3. I acknowledge receipt of the writ or complaint as indicated above. }		SIGNATURE of Authorized CCSD Deputy of Clerk and Title		14. Date Filed		15. Expiration/Hearing Date			
TO BE COMPLETED BY SHERIFF									
16. Served and made known to _____, on the _____ day of _____, 20____, at _____ o'clock, _____ m., at _____, County of Centre Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____									
On the <u>3</u> day of <u>Nov</u> , 20 <u>04</u> , at <u>1:35</u> o'clock, _____ P M. Defendant not found because: <input checked="" type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____									
Remarks: DEF. WORKS @ BLACKS MOBILE HOMES IN OSCEOLA MILLS									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	5.00	-	2.50	6.00	.50	1.00	24.00	51.00
17. AFFIRMED and subscribed to before me this <u>7</u> day of <u>Dec</u> , 20 <u>04</u> <u>Cerene Peters</u> Notary Public				So Answer. 18. Signature of Dep. Sheriff <u>Todd Plummer</u> 19. Date <u>11-4-04</u> 21. Signature of Sheriff <u>Todd Plummer</u> 22. Date <u>11-4-04</u>					
My Commission Expires Sept. 5, 2005				SHERIFF OF CENTRE COUNTY Amount Pd. _____ Page _____					
24. I ACKNOWLEDGE RECEIPT OF THIS WRIT AND MAKE RETURN THEREOF TO THE SHERIFF'S RETURN SIGNATURE								25. Date Received	

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALAN M. KLUGER
RICHARD M. GOLDBERG
JOSEPH A. LACH
RONALD V. SANTORA
JOSEPH E. KLUGER
JAMES T. SHOEMAKER
MICHAEL J. KOWALSKI
RICHARD M. WILLIAMS
JENNIFER L. ROGERS LITZT

JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
RICHARD S. BISHOP
DANIEL J. DISTASIO
DONALD C. LIGORIO
MICHELLE M. QUINN
DAVID AIKENS, JR.
AMANDA V. WRIGHT-KLUGER
MICHAEL A. LOMBARDO III

LAW OFFICES
SUITE TWO HUNDRED
434 LACKAWANNA AVE.
SCRANTON, PA 18503-2014

(570) 346-8414
FACSIMILE (570) 961-5072

E-MAIL: hkqpcr@hkqpc.com

Ext. 1195

Direct E-Mail: phaney@hkqpc.com

600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000
FACSIMILE (570) 287-

OF COUNSEL
ROBERT C. CORDARO

ANDREW HOURIGAN, JR.
1948-1978

*ALSO MEMBER NJ BAR

November 23, 2004

Sent via fax to 814-765-5915

Clearfield County Sheriff
Clearfield County Courthouse
PO Box 549
Clearfield, PA 16830
Attn: Real Estate

Re: Tammac Corporation v. Ralph T. Davis, Jr.
No.: 04-350-CD (Clearfield County)(Mortgage Foreclosure)
Tammac Account No. 03-6441
Our File No.: 67583-607

Dear Sheriff:

Please continue the Sheriff's sale originally scheduled in the above matter for December 3, 2004 until January 7, 2005. Please also announce this continuance at the December 3rd sale.

Should you need anything further, please do not hesitate to contact me.

Sincerely,

Patricia A. Haney, Paralegal

/pah

cc: Jeffrey Goodrich (via fax to 830-0268)
James T. Shoemaker, Esq.

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000
FACSIMILE (570) 287-8005

LAW OFFICES
SUITE TWO HUNDRED
434 LACKAWANNA AVE.
SCRANTON, PA 18503-2014

(570) 346-8414
FACSIMILE (570) 961-5072

E-MAIL: hkqpc@hkqpc.com

Ext. 1195

Direct E-Mail: phanev@hkqpc.com

November 23, 2004

Sent via fax to 814-765-5915

Clearfield County Sheriff
Clearfield County Courthouse
PO Box 549
Clearfield, PA 16830
Attn: Real Estate

Re: Tarmasc Corporation v. Ralph T. Davis, Jr.
No.: 04-350-CD (Clearfield County)(Mortgage Foreclosure)
Tarmasc Account No. 03-6441
Our File No.: 67583-607

Dear Sheriff:

Please continue the Sheriff's sale originally scheduled in the above matter for December 3, 2004 until January 7, 2005. Please also announce this continuance at the December 3rd sale.

Should you need anything further, please do not hesitate to contact me.

Sincerely,

Patricia A. Haney, Paralegal

/pah
cc:

Jeffrey Goodrich (via fax to 830-0268)
James T. Shoemaker, Esq.

640028.1

FILED ⁽¹⁷⁾icc
m/10.5.04 Shff
DEC 08 2004

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

William A. Shaw
Prothonotary/Clerk of Courts

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR Plaintiff

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Plaintiff

vs.

CIVIL ACTION - LAW

RALPH T. DAVIS, JR.

Defendant

NO. 04-350-CD

AFFIDAVIT

I, James T. Shoemaker, Esquire, being duly sworn according to law, depose and state as follows:

1. That I am the attorney for the plaintiff in the above-captioned matter.
2. That on December 6, 2004, a notice of sheriff's sale was sent to:

RALPH T. DAVIS, JR.
2483 ASHLAND ROAD
SR 2007
OSCEOLA MILLS, PA 16666

RALPH T. DAVIS, JR.
118 EAGLE CREEK LANE
JULIAN, PA 16844

TAMMAC CORPORATION
ARENA HUB BUSINESS COMPLEX
275 MUNDY ST.
WILKES-BARRE, PA 18702

RALPH T. DAVIS, JR.
403 LINGLE ST.
OSCEOLA MILLS, PA 16666-1119

DECATUR TOWNSHIP TAX COLLECTOR
JACK WEBSTER
920 DRANE HIGHWAY
OSCEOLA MILLS, PA 16666


CLEARFIELD COUNTY TAX CLAIM BUREAU
230 EAST MARKET ST.
CLEARFIELD, PA 16830

ROBERT J. PEMKO
RR #2, BOX 140
GINTER, PA 16651

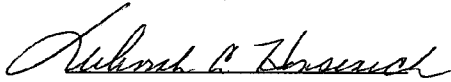
A true and correct copy of the certificates of mailing is attached hereto and made a part hereof
and marked Exhibit "A."

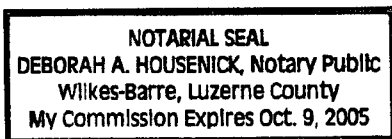
Respectfully submitted,
HOURIGAN, KLUGER & QUINN, P.C.

By: _____


James T. Shoemaker, Esquire,
Counsel for the plaintiff,
Tammac Corporation

Sworn to and subscribed
before me, this 6th day
of December, 2004.


Notary Public

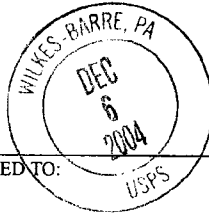


U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

RECEIVED FROM:

JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

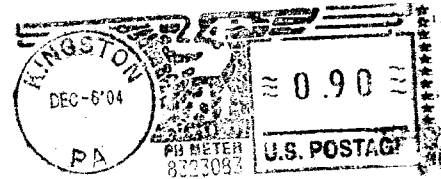


ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

RALPH T. DAVIS, JR.
2483 ASHLAND ROAD
SR 2007
OSCEOLA MILLS, PA 16666

PS FORM 3817, Mar. 1989

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

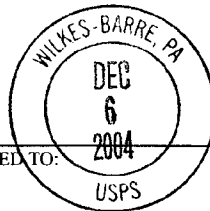


U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

RECEIVED FROM:

JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

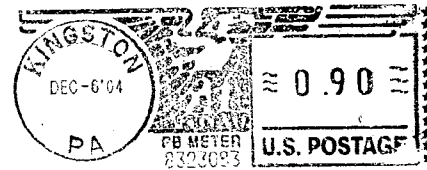


ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

RALPH T. DAVIS, JR.
118 EAGLE CREEK LANE
JULIAN, PA 16844

PS FORM 3817, Mar. 1989

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

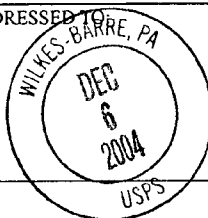
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

RECEIVED FROM:

JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

RALPH T. DAVIS, JR.
403 LINGLE ST.
OSCEOLA MILLS, PA 16666-1119



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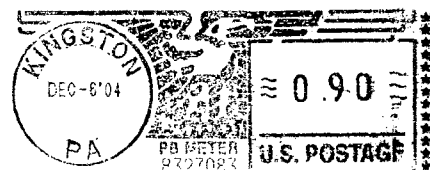


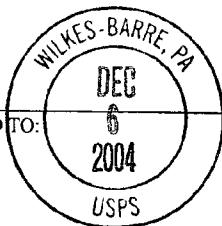
EXHIBIT "A"

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

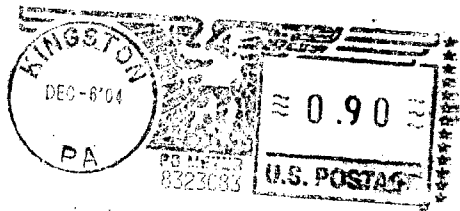


ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

TAMMAC CORPORATION
ARENA HUB BUSINESS COMPLEX
275 MUNDY ST.
WILKES-BARRE, PA 18702

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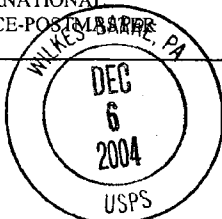


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RECEIVED FROM:

JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

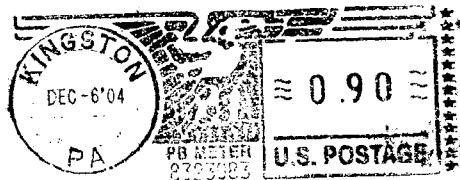


ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 EAST MARKET ST.
CLEARFIELD, PA 16830

PS FORM 3817, Mar. 1989

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Postmaster for current fee.

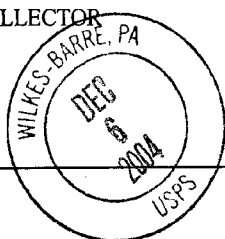


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HOURIGAN, KLUGER & QUINN, P.C.
600 Third Avenue
Kingston, PA 18704

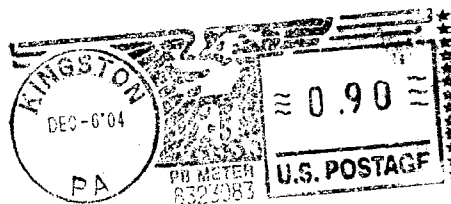


ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

DECATUR TOWNSHIP TAX COLLECTOR
JACK WEBSTER
920 DRANE HIGHWAY
OSCEOLA MILLS, PA 16666

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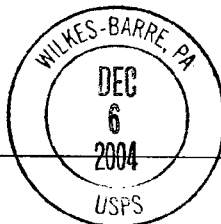
RECEIVED FROM:

JAMES T. SHOEMAKER, ESQUIRE
HOURIGAN, KLUGER & QUINN, P.C.
100 Third Avenue
Kingston, PA 18704

ONE PIECE OF ORDINARY MAIL ADDRESSED TO:

ROBERT J. PEMKO
RR #2, BOX 140
GINTER, PA 16651

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