

04-488-CD
NATIONAL CITY BANK OF PENNSYLVANIA vs. GLOBAL VILLAGE, INC.

National City Bank vs. Global Village LLC
2004-488-CD

10/4/04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Will. A. Shaw
Deputy Prothonotary

2-23-05 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Will. A. Shaw
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF) CIVIL DIVISION
PENNSYLVANIA,)
Plaintiff,) NO.: 04-488-4
vs.)
GLOBAL VILLAGE, LLC,) ISSUE NO.:
Defendant.) TYPE OF PLEADING
I hereby certify the address) CIVIL ACTION - COMPLAINT
of Plaintiff is:) IN MORTGAGE FORECLOSURE
116 Allegheny Center) CODE -
Pittsburgh, PA 15212) FILED ON BEHALF OF:
And the Defendant is:) NATIONAL CITY BANK OF
P.O. Box 40, Route 879) PENNSYLVANIA, Plaintiff
Shawville, PA 16873)
Certificate of Location) COUNSEL OF RECORD FOR THIS
I hereby certify that the) PARTY:
location of the Real Estate) John B. Joyce, Esquire
affected by this lien is:) Pa. I.D. #68242
Goshen Township) GRENNEN & BIRSMIC, P.C.
To Defendant, you are hereby) One Gateway Center, Ninth Floor
notified to plead to the) Pittsburgh, PA 15222
enclosed Complaint within (20)) (412) 281-7650
days from service hereof or a)
Default Judgment may be)
entered against you.)
John B. Joyce)
Attorney for Plaintiff)

FILED

APR 08 2004

July 14, 2004 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Will. A. Shaw
Deputy Prothonotary

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff, NO. :

vs.

GLOBAL VILLAGE, LLC,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff, NO.:

vs.

GLOBAL VILLAGE, LLC,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

National City Bank of Pennsylvania, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is National City Bank of Pennsylvania, which has its principal place of business at National City Center, 116 Allegheny Center, Pittsburgh, Pennsylvania 15212.

2. Defendant, Global Village, LLC, is a corporation doing business in the Commonwealth of Pennsylvania with a business address of P.O. Box 40, Route 879, Shawville, Pennsylvania 16873.

3. On or about August 12, 2002, Defendant executed a U.S. Small Business Administration Note in favor of Plaintiff in the original principal amount of \$175,000.00 ("Note"). A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about August 12, 2002, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Plaintiff an Open-End Mortgage in the original principal amount of \$175,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 12, 2002, at Instrument Number 2002212789. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendants are due for the January 15, 2003 payment.

7. Plaintiff was not required to send Defendant written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) prior to the commencement of this action for the reasons that:

(a), the mortgaged premises is not the principal residence of the Defendants [35 P.S. §1680.401(a) (1)]; and

(b) the mortgaged premises is not a one or two family owner-occupied residence [35 P.S. §1680.401C(a) (2)].

8. Plaintiff was not required to send Defendant written notice of Plaintiff's intention to foreclose said Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reasons that:

(a) said Mortgage is not a "residential mortgage" as defined in 41 P.S. §101;

(b) the Defendant is not a "residential mortgage debtor" as defined in 41 P.S. §101; and

(c) the mortgaged premises is not "residential real property" as defined in 41 P.S. §101.

9. The amount due and owing Plaintiff is as follows:

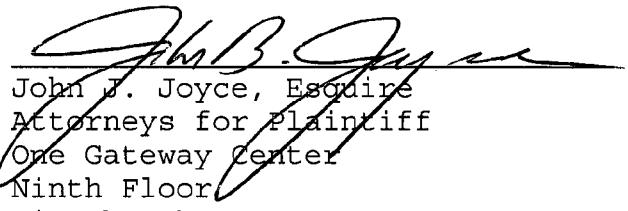
| | |
|--|---------------------|
| Principal | \$172,896.53 |
| Interest to 3/29/04 | \$ 16,209.05 |
| Late Charges to 3/29/04 | \$ 653.20 |
| Attorneys' fees | \$ 1,250.00 |
| Title Search, Foreclosure and Execution Costs | \$ 2,750.00 |
| TOTAL | \$193,758.78 |

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$193,758.78, with interest thereon at the rate of \$32.42 per diem from March 29, 2004, and additional late charges, additional reasonable and actually

incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIG, P.C.

BY:


John J. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
Pa. I.D. #68242

(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

Exhibit "A"

U.S. Small Business Administration

NOTE

| | |
|-------------------|--|
| SBA Loan # | PLP 550 072 4009 |
| SBA Loan Name | Global Village, LLC |
| Date | <i>August 12, 2002</i> |
| Loan Amount | \$175,000.00 |
| Interest Rate | 7.5% (Variable Rate + 2.75%, adjusted annually) |
| Borrower | Global Village, LLC |
| Operating Company | |
| Lender | National City Bank of Pennsylvania |

PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of **One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00)**, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

“Collateral” means any property taken as security for payment of this Note or any guarantee of this Note.

“Guarantor” means each person or entity that signs a guarantee of payment of this Note.

“Loan” means the loan evidenced by this Note.

“Loan Documents” means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

“SBA” means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

THE INTEREST RATE ON THIS NOTE WILL FLUCTUATE. THE INITIAL INTEREST RATE IS 7.5% PER YEAR. THIS INITIAL INTEREST RATE IS THE PRIME RATE ON THE DATE SBA RECEIVED THE LOAN APPLICATION, PLUS 2.75%. THE INITIAL RATE MUST REMAIN IN EFFECT UNTIL THE FIRST CHANGE PERIOD BEGINS.

BORROWER MUST PAY PRINCIPAL AND INTEREST PAYMENTS OF \$1,633.17 EVERY MONTH, BEGINNING ONE MONTH FROM THE MONTH THIS NOTE IS DATED; PAYMENTS MUST BE MADE ON THE 15th CALENDAR DAY IN THE MONTHS THEY ARE DUE.

LENDER WILL APPLY EACH INSTALLMENT PAYMENT FIRST TO PAY INTEREST ACCRUED TO THE DAY LENDER RECEIVES THE PAYMENT, THEN TO BRING PRINCIPAL CURRENT, THEN TO PAY ANY LATE FEES, AND WILL APPLY ANY REMAINING BALANCE TO REDUCE PRINCIPAL.

THE INTEREST RATE WILL BE ADJUSTED ANNUALLY (THE "CHANGE PERIOD").

THE "PRIME RATE" IS THE PRIME RATE IN EFFECT ON THE FIRST BUSINESS DAY OF THE MONTH IN WHICH AN INTEREST RATE CHANGE OCCURS, AS PUBLISHED IN THE WALL STREET JOURNAL ON THE NEXT BUSINESS DAY.

THE ADJUSTED INTEREST RATE WILL BE 2.75% ABOVE THE PRIME RATE. LENDER WILL ADJUST THE INTEREST RATE ON THE FIRST CALENDAR DAY OF EACH CHANGE PERIOD. THE CHANGE IN INTEREST RATE IS EFFECTIVE ON THAT DAY WHETHER OR NOT LENDER GIVES BORROWER NOTICE OF THE CHANGE. THE INITIAL INTEREST RATE MUST REMAIN IN EFFECT UNTIL THE FIRST CHANGE PERIOD BEGINS.

LENDER MUST ADJUST THE PAYMENT AMOUNT AS LEAST ANNUALLY AS NEEDED TO AMORTIZE PRINCIPAL OVER THE REMAINING TERM OF THE NOTE.

IF SBA PURCHASES THE GUARANTEED PORTION OF THE UNPAID PRINCIPAL BALANCE, THE INTEREST RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF THE EARLIEST UNCURED PAYMENT DEFAULT. IF THERE IS NO UNCURED PAYMENT DEFAULT, THE RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF PURCHASE.

ALL REMAINING PRINCIPAL AND ACCRUED INTEREST IS DUE AND PAYABLE 15 YEARS FROM THE DATE OF NOTE.

LATE CHARGE: IF A PAYMENT ON THIS NOTE IS MORE THAN 10 DAYS LATE, LENDER MAY CHARGE BORROWER A LATE FEE UP TO 5% OF THE UNPAID PORTION OF THE REGULARLY SCHEDULED PAYMENT.

Computed on 360 actual days elapsed

Loan Prepayment:

Notwithstanding any provision of this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice.
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days interest from the date Lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b, above.

If Borrower does not prepay with 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Additional payment charges apply.

When in any one of the first three years from the date of initial disbursement, Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee as follows:

- A. DURING THE FIRST YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 5 % OF THE PREPAYMENT AMOUNT;
- B. DURING THE SECOND YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 3% OF THE PREPAYMENT AMOUNT; AND
- C. DURING THE THIRD YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 1% OF THE PREPAYMENT AMOUNT.

If the Borrower shall be in default in payment due on the indebtedness therein and the Small Business Administration (SBA) purchases its guaranteed portion of said indebtedness, the rate of interest on both the guaranteed and the unguaranteed portion therein shall become fixed at the rate in effect as of the initial date of default. If the undersigned shall not be in default in payment of interest and/or principal, the interest rate on the guaranteed and the unguaranteed portion therein shall be fixed at the rate in effect as of the date of purchase by SBA.

4 DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;

- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any

other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;

- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations.

Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS:

THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS NOTE, AT ANY TERM, FOR THE FULL OR TOTAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL "INDEBTEDNESS" PROVIDED FOR THEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10%) PERCENT FOR COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON AND EXECUTION HEREON, AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

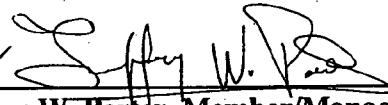
11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Witness:

Global Village, LLC

BY


Jeffery W. Porter, Member/Manager

BY

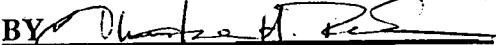

Christine H. Porter, Member/Manager

Exhibit "B"

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200212789
RECORDED ON
AUG 12, 2002
12:33:09 PM
Total Pages: 10

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**OPEN - END MORTGAGE
THIS MORTGAGE SECURES FUTURE ADVANCES**

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$175,000.00.

THIS MORTGAGE dated August 12, 2002, is made and executed between Global Village, LLC, whose address is 5800 Butler Street, Pittsburgh, PA 15201 (referred to below as "Grantor") and National City Bank of Pennsylvania, whose address is National City Center, 20 Stanwix Street, Pittsburgh, PA 15222 (referred to below as "Lender").

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

Tax Map 115-M06-33.2 as more fully described on Exhibit A attached hereto and made a part hereof
The Real Property or its address is commonly known as PO BOX 40 Rt. 879, Shawville, PA 16873.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$175,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer

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3343197,82
0607874771

resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the

real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS. The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Additional Authorizations. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

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

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

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

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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

Accelerate Indebtedness. Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

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

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

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

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

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

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

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage and notices pursuant to 42 Pa. C.S.A. Section 8143, et. seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ADDITIONAL PROVISION. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA

is the holder of the Note secured by this instrument.

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

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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

Successor Interests. The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

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

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Global Village, LLC, and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Global Village, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means National City Bank of Pennsylvania, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated August 12, 2002, in the original principal amount of \$175,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

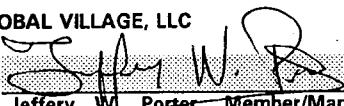
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

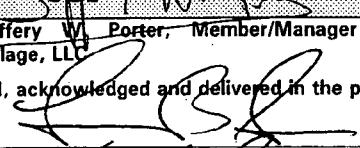
GRANTOR:

GLOBAL VILLAGE, LLC

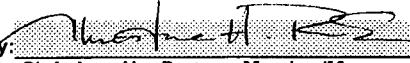
By:  (Seal)

Jeffery W. Porter, Member/Manager of Global Village, LLC

Signed, acknowledged and delivered in the presence of:

X  Witness

X  Witness

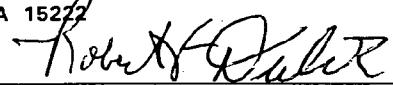
By:  (Seal)

Christine H. Porter, Member/Manager of Global Village, LLC

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, National City Bank of Pennsylvania, herein is as follows:

Oxford Center Branch, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222



Attorney or Agent for Mortgagee

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

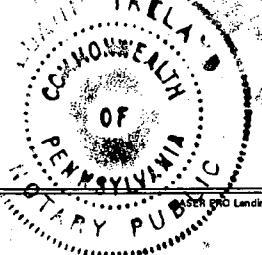
) SS

)

On this, the 12th day of August, 20 02, before me

, the undersigned Notary Public, personally appeared Jeffery W. Porter, Member/Manager and Christine H. Porter, Member/Manager of Global Village, LLC, who acknowledged themselves to be the members or designated agents of Global Village, LLC, a Limited Liability Company, and that they as such members or designated agents, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by themselves as members or designated agents.

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



NOTARIAL SEAL
LUANN IRELAND, Notary Public
Lawrence Twp., Clearfield County
My Commission Expires July 19, 2005

© 2002 Harland Financial Solutions, Inc. All Rights Reserved. - PA L1DAPPSICFIWIMCFRLPL1G03.FC TR-11578 PR-VARTERSE

ALL that certain piece or parcel of land situate in the Township of Goshen, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

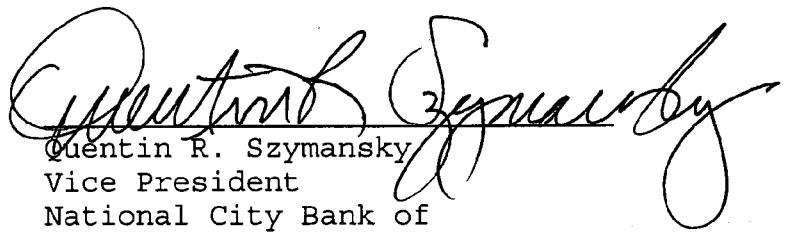
BEGINNING at an iron pin in the eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) also being the northeast corner of land now or formerly of Walter and Francine Shipley; thence along land of said Shipley South thirty-two (32°) degrees fourteen (14') minutes East three hundred seventy (370.00) feet to an iron pin; thence by land now or formerly of William and Rita Margrath North sixty-two (62°) degrees thirty-four (34') minutes East two hundred fifty-seven and seven-tenths (257.7) feet to an old iron pipe; thence by land of said Margrath North twenty-seven (27°) degrees thirty-six (36') minutes West five hundred and twenty-six one-hundredths (500.26) feet to an old iron pipe at a telephone pole; thence still by land of said Margrath South sixty-two (62°) degrees twenty-eight (28') minutes West one hundred forty-four and four-tenths (144.4) feet to an iron pin in the Eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) thence along said right-of-way South nineteen (19) degrees fifty-eight (58') minutes West one hundred ninety-four (194.00) feet to an iron pin and place of beginning. Containing 2.96 acres.

BEING the same premises which Raymond L. Stiner and Gail M. Stiner granted and conveyed to Global Village, LLC, by deed dated August 2002 and intended to be recorded concurrently herewith.

| |
|--|
| Open End Mortgage |
| Given By: |
| Global Village, LLC |
| TO: |
| National City Bank of Pennsylvania |
| Location of Premises: |
| PO Box 40 RT. 879 |
| Township of Coshen |
| County of Clearfield |
| State of Pennsylvania |
| Recorder, please return to: |
| National City Bank of Pennsylvania |
| P.O. Box 2977 |
| Pittsburgh, PA 15230 |
| IDC 6-231 -Commercial Loan Operations |
| |

VERIFICATION

Quentin R. Szymansky, Vice President, and duly authorized representative of National City Bank of Pennsylvania, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to his information and belief.



Quentin R. Szymansky
Vice President
National City Bank of
Pennsylvania

FILED

IN 2:00 AM REC 85-00
,CC&ADH

APR 08 2004

William A. Shaw
Fiduciary

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

VS.

GLOBAL VILLAGE, LLC

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15403

04-488-CD

SHERIFF RETURNS

NOW MAY 7, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO GLOBAL VILLAGE, LLC, DEFENDANT. PER POST OFFICE NO LONGER IN BUSINESS.

Return Costs

| Cost | Description |
|-------|---|
| 18.87 | SHERIFF HAWKINS PAID BY: ATTY CK# 87293 |
| 10.00 | SURCHARGE PAID BY: ATTY Ck#87294 |

Sworn to Before Me This

7 Day Of May 2004
William A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Harr
Chester A. Hawkins
Sheriff

FILED

0 1:05 PM

MAY 07 2004

W.A.S.

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF) CIVIL DIVISION
PENNSYLVANIA,)
Plaintiff,) NO.: 04-488-4
vs.)
GLOBAL VILLAGE, LLC,) ISSUE NO.:
Defendant.) TYPE OF PLEADING
I hereby certify the address) CIVIL ACTION - COMPLAINT
of Plaintiff is:) IN MORTGAGE FORECLOSURE
116 Allegheny Center)
Pittsburgh, PA 15212) CODE -
And the Defendant is:) FILED ON BEHALF OF:
P.O. Box 40, Route 879) NATIONAL CITY BANK OF
Shawville, PA 16873) PENNSYLVANIA, Plaintiff
Certificate of Location)
I hereby certify that the)
location of the Real Estate) COUNSEL OF RECORD FOR THIS
affected by this lien is:) PARTY:
Goshen Township) John B. Joyce, Esquire
To Defendant, you are hereby) Pa. I.D. #68242
notified to plead to the)
enclosed Complaint within (20))
days from service hereof or a)
Default Judgment may be)
entered against you.)
Attorney for Plaintiff)
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

APR 08 2004

Attest.

John B. Joyce
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff, NO. :

vs.

GLOBAL VILLAGE, LLC,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
(814) 765-2641 Ext. 5982

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

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff, NO.:

vs.

GLOBAL VILLAGE, LLC,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

National City Bank of Pennsylvania, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is National City Bank of Pennsylvania, which has its principal place of business at National City Center, 116 Allegheny Center, Pittsburgh, Pennsylvania 15212.

2. Defendant, Global Village, LLC, is a corporation doing business in the Commonwealth of Pennsylvania with a business address of P.O. Box 40, Route 879, Shawville, Pennsylvania 16873.

3. On or about August 12, 2002, Defendant executed a U.S. Small Business Administration Note in favor of Plaintiff in the original principal amount of \$175,000.00 ("Note"). A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about August 12, 2002, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Plaintiff an Open-End Mortgage in the original principal amount of \$175,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 12, 2002, at Instrument Number 2002212789. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendants are due for the January 15, 2003 payment.

7. Plaintiff was not required to send Defendant written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) prior to the commencement of this action for the reasons that:

(a) the mortgaged premises is not the principal residence of the Defendants [35 P.S. §1680.401(a) (1)]; and

(b) the mortgaged premises is not a one or two family owner-occupied residence [35 P.S. §1680.401C(a) (2)].

8. Plaintiff was not required to send Defendant written notice of Plaintiff's intention to foreclose said Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reasons that:

(a) said Mortgage is not a "residential mortgage" as defined in 41 P.S. §101;

(b) the Defendant is not a "residential mortgage debtor" as defined in 41 P.S. §101; and

(c) the mortgaged premises is not "residential real property" as defined in 41 P.S. §101.

9. The amount due and owing Plaintiff is as follows:

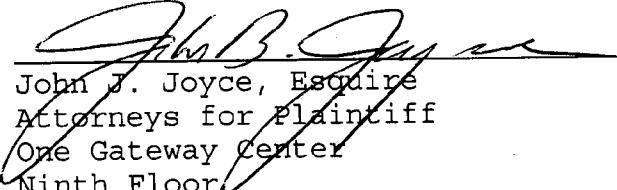
| | |
|--|---------------------|
| Principal | \$172,896.53 |
| Interest to 3/29/04 | \$ 16,209.05 |
| Late Charges to 3/29/04 | \$ 653.20 |
| Attorneys' fees | \$ 1,250.00 |
| Title Search, Foreclosure and Execution Costs | \$ 2,750.00 |
| TOTAL | \$193,758.78 |

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$193,758.78, with interest thereon at the rate of \$32.42 per diem from March 29, 2004, and additional late charges, additional reasonable and actually

incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIC, P.C.

BY:


John J. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
Pa. I.D. #68242

(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

Exhibit "A"

U.S. Small Business Administration

NOTE

| | |
|-------------------|--|
| SBA Loan # | PLP 550 072 4009 |
| SBA Loan Name | Global Village, LLC |
| Date | <i>August 12, 2002</i> |
| Loan Amount | \$175,000.00 |
| Interest Rate | 7.5% (Variable Rate + 2.75%, adjusted annually) |
| Borrower | Global Village, LLC |
| Operating Company | |
| Lender | National City Bank of Pennsylvania |

PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of **One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00)**, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

“Collateral” means any property taken as security for payment of this Note or any guarantee of this Note.

“Guarantor” means each person or entity that signs a guarantee of payment of this Note.

“Loan” means the loan evidenced by this Note.

“Loan Documents” means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

“SBA” means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

THE INTEREST RATE ON THIS NOTE WILL FLUCTUATE. THE INITIAL INTEREST RATE IS 7.5% PER YEAR. THIS INITIAL INTEREST RATE IS THE PRIME RATE ON THE DATE SBA RECEIVED THE LOAN APPLICATION, PLUS 2.75%. THE INITIAL RATE MUST REMAIN IN EFFECT UNTIL THE FIRST CHANGE PERIOD BEGINS.

BORROWER MUST PAY PRINCIPAL AND INTEREST PAYMENTS OF \$1,633.17 EVERY MONTH, BEGINNING ONE MONTH FROM THE MONTH THIS NOTE IS DATED; PAYMENTS MUST BE MADE ON THE 15th CALENDAR DAY IN THE MONTHS THEY ARE DUE.

LENDER WILL APPLY EACH INSTALLMENT PAYMENT FIRST TO PAY INTEREST ACCRUED TO THE DAY LENDER RECEIVES THE PAYMENT, THEN TO BRING PRINCIPAL CURRENT, THEN TO PAY ANY LATE FEES, AND WILL APPLY ANY REMAINING BALANCE TO REDUCE PRINCIPAL.

THE INTEREST RATE WILL BE ADJUSTED ANNUALLY (THE "CHANGE PERIOD").

THE "PRIME RATE" IS THE PRIME RATE IN EFFECT ON THE FIRST BUSINESS DAY OF THE MONTH IN WHICH AN INTEREST RATE CHANGE OCCURS, AS PUBLISHED IN THE WALL STREET JOURNAL ON THE NEXT BUSINESS DAY.

THE ADJUSTED INTEREST RATE WILL BE 2.75% ABOVE THE PRIME RATE. LENDER WILL ADJUST THE INTEREST RATE ON THE FIRST CALENDAR DAY OF EACH CHANGE PERIOD. THE CHANGE IN INTEREST RATE IS EFFECTIVE ON THAT DAY WHETHER OR NOT LENDER GIVES BORROWER NOTICE OF THE CHANGE. THE INITIAL INTEREST RATE MUST REMAIN IN EFFECT UNTIL THE FIRST CHANGE PERIOD BEGINS.

LENDER MUST ADJUST THE PAYMENT AMOUNT AT LEAST ANNUALLY AS NEEDED TO AMORTIZE PRINCIPAL OVER THE REMAINING TERM OF THE NOTE.

IF SBA PURCHASES THE GUARANTEED PORTION OF THE UNPAID PRINCIPAL BALANCE, THE INTEREST RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF THE EARLIEST UNCURED PAYMENT DEFAULT. IF THERE IS NO UNCURED PAYMENT DEFAULT, THE RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF PURCHASE.

ALL REMAINING PRINCIPAL AND ACCRUED INTEREST IS DUE AND PAYABLE 15 YEARS FROM THE DATE OF NOTE.

LATE CHARGE: IF A PAYMENT ON THIS NOTE IS MORE THAN 10 DAYS LATE, LENDER MAY CHARGE BORROWER A LATE FEE UP TO 5% OF THE UNPAID PORTION OF THE REGULARLY SCHEDULED PAYMENT.

Computed on 360 actual days elapsed

Loan Prepayment:

Notwithstanding any provision of this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice.
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days interest from the date Lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b, above.

If Borrower does not prepay with 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Additional payment charges apply.

When in any one of the first three years from the date of initial disbursement, Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee as follows:

- A. DURING THE FIRST YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 5 % OF THE PREPAYMENT AMOUNT;
- B. DURING THE SECOND YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 3% OF THE PREPAYMENT AMOUNT; AND
- C. DURING THE THIRD YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 1% OF THE PREPAYMENT AMOUNT.

If the Borrower shall be in default in payment due on the indebtedness therein and the Small Business Administration (SBA) purchases its guaranteed portion of said indebtedness, the rate of interest on both the guaranteed and the unguaranteed portion therein shall become fixed at the rate in effect as of the initial date of default. If the undersigned shall not be in default in payment of interest and/or principal, the interest rate on the guaranteed and the unguaranteed portion therein shall be fixed at the rate in effect as of the date of purchase by SBA.

4 DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;

- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any

other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;

- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations.

Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS:

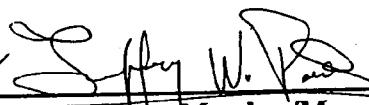
THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS NOTE, AT ANY TERM, FOR THE FULL OR TOTAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL "INDEBTEDNESS" PROVIDED FOR THEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10%) PERCENT FOR COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON AND EXECUTION HEREON, AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Witness:

Global Village, LLC

BY 
Jeffery W. Porter, Member/Manager

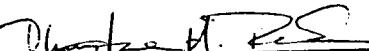
BY 
Christine H. Porter, Member/Manager

Exhibit "B"

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200212739
RECORDED ON
AUG 12, 2002
12:33:09 PM
Total Pages: 10

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**OPEN - END MORTGAGE
THIS MORTGAGE SECURES FUTURE ADVANCES**

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$175,000.00.

THIS MORTGAGE dated August 12, 2002, is made and executed between Global Village, LLC, whose address is 5800 Butler Street, Pittsburgh, PA 15201 (referred to below as "Grantor") and National City Bank of Pennsylvania, whose address is National City Center, 20 Stanwix Street, Pittsburgh, PA 15222 (referred to below as "Lender").

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

Tax Map 115-M06-33.2 as more fully described on Exhibit A attached hereto and made a part hereof
The Real Property or its address is commonly known as PO BOX 40 Rt. 879, Shawville, PA 16873.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$175,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer

18
3343197,82
01/08/2002

resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from the payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the

real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS. The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Additional Authorizations. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

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

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

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

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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

Accelerate Indebtedness. Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

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

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

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

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

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

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

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

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

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage and notices pursuant to 42 Pa. C.S.A. Section 8143, et. seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ADDITIONAL PROVISION. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA

is the holder of the Note secured by this instrument.

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

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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

Successor Interests. The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

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

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Global Village, LLC, and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Global Village, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means National City Bank of Pennsylvania, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated August 12, 2002, in the original principal amount of \$175,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

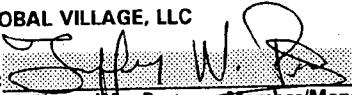
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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

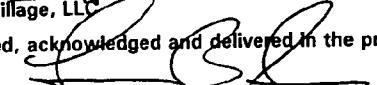
THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

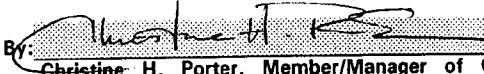
GRANTOR:

GLOBAL VILLAGE, LLC

By:  (Seal)
Jeffery W. Porter, Member/Manager of Global
Village, LLC

Signed, acknowledged and delivered in the presence of:

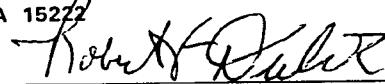
X 
Witness
X 
Witness

By:  (Seal)
Christine H. Porter, Member/Manager of Global
Village, LLC

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, National City Bank of Pennsylvania, herein is as follows:

Oxford Center Branch, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222



Attorney or Agent for Mortgagee

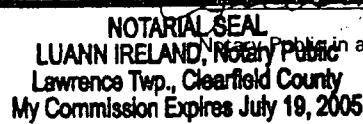
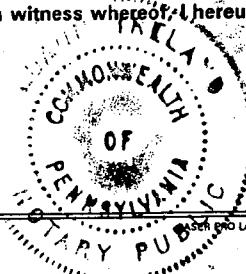
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ClearfieldI
I SS
IOn this, the 12th day of August, 20 02, before me

the undersigned Notary Public, personally appeared Jeffery W. Porter, Member/Manager and Christine H. Porter, Member/Manager of Global Village, LLC, who acknowledged themselves to be the members or designated agents of Global Village, LLC, a Limited Liability Company, and that they as such members or designated agents, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by themselves as members or designated agents.

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

Acorn PRO Lending, Ver. 5.19.20.02 Corp. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. -PA L1DAPPSCF1W1R1CFLPL1G03.PC TR-11578 PR-VARTERSE

ALL that certain piece or parcel of land situate in the Township of Goshen, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

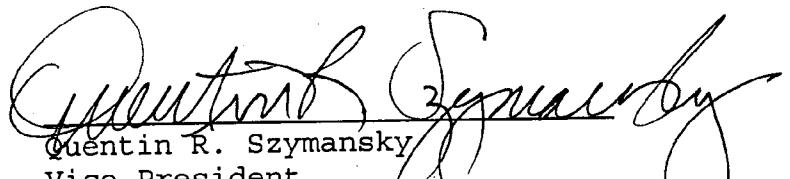
BEGINNING at an iron pin in the eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) also being the northeast corner of land now or formerly of Walter and Francine Shipley; thence along land of said Shipley South thirty-two (32°) degrees fourteen (14') minutes East three hundred seventy (370.00) feet to an iron pin; thence by land now or formerly of William and Rita Margrath North sixty-two (62°) degrees thirty-four (34') minutes East two hundred fifty-seven and seven-tenths (257.7) feet to an old iron pipe; thence by land of said Margrath North twenty-seven (27°) degrees thirty-six (36') minutes West five hundred and twenty-six one-hundredths (500.26) feet to an old iron pipe at a telephone pole; thence still by land of said Margrath South sixty-two (62°) degrees twenty-eight (28') minutes West one hundred forty-four and four-tenths (144.4) feet to an iron pin in the Eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) thence along said right-of-way South nineteen (19) degrees fifty-eight (58') minutes West one hundred ninety-four (194.00) feet to an iron pin and place of beginning. Containing 2.96 acres.

BEING the same premises which Raymond L. Stiner and Gail M. Stiner granted and conveyed to Global Village, LLC, by deed dated August 2002 and intended to be recorded concurrently herewith.

| | |
|---------------------------------------|--|
| Open End Mortgage | |
| Given By: | |
| Global Village, LLC | |
| TO: | |
| National City Bank of Pennsylvania | |
| Location of Premises: | |
| PO Box 40 RT. 879 | |
| Township of Coshen | |
| County of Clearfield | |
| State of Pennsylvania | |
| Recorder, please return to: | |
| National City Bank of Pennsylvania | |
| P.O. Box 2977 | |
| Pittsburgh, PA 15230 | |
| IDC 6-231 -Commercial Loan Operations | |
| | |

VERIFICATION

Quentin R. Szymansky, Vice President, and duly authorized representative of National City Bank of Pennsylvania, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to his information and belief.



Quentin R. Szymansky
Vice President
National City Bank of
Pennsylvania

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

) CIVIL DIVISION

)
)) NO.: 04-488-CD

)
))

)) **TYPE OF PLEADING:**

))
)) **PRAECIPE TO REINSTATE CIVIL**
)) **ACTION - COMPLAINT IN**
)) **MORTGAGE FORECLOSURE**

)
))

))
)) **FILED ON BEHALF OF PLAINTIFF:**

))
)) National City Bank of Pennsylvania

))
))

))
)) **COUNSEL OF RECORD FOR THIS**
)) **PARTY:**

))
)) John B. Joyce, Esquire
)) Pa. I.D. #68242

))
)) GRENEN & BIRSIĆ, P.C.
)) One Gateway Center, 9th Floor
)) Pittsburgh, PA 15222
)) (412) 281-7650

)
))

FILED

Eug

MAY 17 2004

W/1:10 AM

William A. Shaw
Prothonotary/Clerk of Courts

No Cents

Issue Prejudgment Comm
to CHFR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

PRAECIPE TO REINSTATE CIVIL ACTION -
COMPLAINT IN MORTGAGE FORECLOSURE

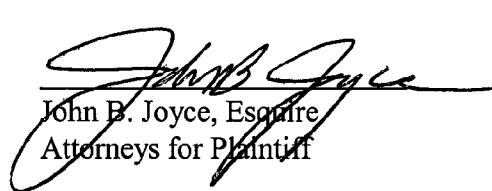
TO: PROTHONOTARY

SIR:

Kindly reinstate the Civil Action - Complaint in Mortgage Foreclosure with respect to the above-referenced matter and mark the docket accordingly.

GRENEN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Attorneys for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

VS.

GLOBAL VILLAGE, LLC

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15403

04-488-CD

SHERIFF RETURNS

NOW JUNE 23, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO GLOBAL VILLAGE, LLC, DEFENDANT. NEW ADDRESS: 1915 B CHAIN BRIDGE ROAD, P.M.B. 503, MCCLEAN, VA. 22102.

Return Costs

| Cost | Description |
|-------|---|
| 20.12 | SHERIFF HAWKINS PAID BY: ATTY Ck# 88583 |
| 10.00 | SURCHARGE PAID BY: ATTY CK# 88584 |

Sworn to Before Me This

23rd Day Of June 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
by Mailey Hays
Chester A. Hawkins
Sheriff

FILED
012:1080
JUN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs..

GLOBAL VILLAGE, LLC,

Defendant.

I hereby certify the address
of Plaintiff is:

116 Allegheny Center
Pittsburgh, PA 15212

And the Defendant is:

P.O. Box 40, Route 879
Shawville, PA 16873

Certificate of Location
I hereby certify that the
location of the Real Estate
affected by this lien is:

Goshen Township

To Defendant, you are hereby
notified to plead to the
enclosed Complaint within (20)
days from service hereof or a
Default Judgment may be
entered against you.

John B. Joyce
Attorney for Plaintiff

) CIVIL DIVISION

) NO.: 04-488-0

) ISSUE NO.:

) TYPE OF PLEADING

) CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

) CODE -

) FILED ON BEHALF OF:

) NATIONAL CITY BANK OF
PENNSYLVANIA, Plaintiff

) COUNSEL OF RECORD FOR THIS
PARTY:

) John B. Joyce, Esquire
Pa. I.D. #68242

) GRENEN & BIRSIC, P.C.

) One Gateway Center, Ninth Floor
Pittsburgh, PA 15222

) (412) 281-7650

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

FILED

APR 2004

Attest.

MAY 17 2004

William A. Shaw
Prothonotary
Clerk of Courts

William A. Shaw, May 17, 2004, Document
Reinstated/Released to Sheriff/Attorney
for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff, NO. :

vs.

GLOBAL VILLAGE, LLC,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff, NO.:

vs.

GLOBAL VILLAGE, LLC,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

National City Bank of Pennsylvania, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is National City Bank of Pennsylvania, which has its principal place of business at National City Center, 116 Allegheny Center, Pittsburgh, Pennsylvania 15212.

2. Defendant, Global Village, LLC, is a corporation doing business in the Commonwealth of Pennsylvania with a business address of P.O. Box 40, Route 879, Shawville, Pennsylvania 16873.

3. On or about August 12, 2002, Defendant executed a U.S. Small Business Administration Note in favor of Plaintiff in the original principal amount of \$175,000.00 ("Note"). A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about August 12, 2002, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Plaintiff an Open-End Mortgage in the original principal amount of \$175,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 12, 2002, at Instrument Number 2002212789. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendants are due for the January 15, 2003 payment.

7. Plaintiff was not required to send Defendant written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) prior to the commencement of this action for the reasons that:

(a) the mortgaged premises is not the principal residence of the Defendants [35 P.S. §1680.401(a) (1)]; and

(b) the mortgaged premises is not a one or two family owner-occupied residence [35 P.S. §1680.401C(a) (2)].

8. Plaintiff was not required to send Defendant written notice of Plaintiff's intention to foreclose said Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reasons that:

(a) said Mortgage is not a "residential mortgage" as defined in 41 P.S. §101;

(b) the Defendant is not a "residential mortgage debtor" as defined in 41 P.S. §101; and

(c) the mortgaged premises is not "residential real property" as defined in 41 P.S. §101.

9. The amount due and owing Plaintiff is as follows:

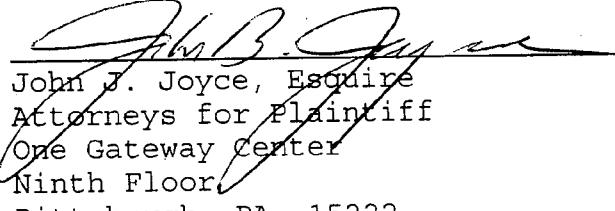
| | |
|--|---------------------|
| Principal | \$172,896.53 |
| Interest to 3/29/04 | \$ 16,209.05 |
| Late Charges to 3/29/04 | \$ 653.20 |
| Attorneys' fees | \$ 1,250.00 |
| Title Search, Foreclosure and Execution Costs | \$ 2,750.00 |
| TOTAL | \$193,758.78 |

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$193,758.78, with interest thereon at the rate of \$32.42 per diem from March 29, 2004, and additional late charges, additional reasonable and actually

incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIC, P.C.

BY:


John J. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
Pa. I.D. #68242

(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

Exhibit "A"

U.S. Small Business Administration

NOTE

| | |
|-------------------|--|
| SBA Loan # | PLP 550 072 4009 |
| SBA Loan Name | Global Village, LLC |
| Date | <i>August 12, 2002</i> |
| Loan Amount | \$175,000.00 |
| Interest Rate | 7.5% (Variable Rate + 2.75%, adjusted annually) |
| Borrower | Global Village, LLC |
| Operating Company | |
| Lender | National City Bank of Pennsylvania |

PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of **One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00)**, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

“Collateral” means any property taken as security for payment of this Note or any guarantee of this Note.

“Guarantor” means each person or entity that signs a guarantee of payment of this Note.

“Loan” means the loan evidenced by this Note.

“Loan Documents” means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

“SBA” means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

THE INTEREST RATE ON THIS NOTE WILL FLUCTUATE. THE INITIAL INTEREST RATE IS 7.5% PER YEAR. THIS INITIAL INTEREST RATE IS THE PRIME RATE ON THE DATE SBA RECEIVED THE LOAN APPLICATION, PLUS 2.75%. THE INITIAL RATE MUST REMAIN IN EFFECT UNTIL THE FIRST CHANGE PERIOD BEGINS.

BORROWER MUST PAY PRINCIPAL AND INTEREST PAYMENTS OF \$1,633.17 EVERY MONTH, BEGINNING ONE MONTH FROM THE MONTH THIS NOTE IS DATED; PAYMENTS MUST BE MADE ON THE 15th CALENDAR DAY IN THE MONTHS THEY ARE DUE.

LENDER WILL APPLY EACH INSTALLMENT PAYMENT FIRST TO PAY INTEREST ACCRUED TO THE DAY LENDER RECEIVES THE PAYMENT, THEN TO BRING PRINCIPAL CURRENT, THEN TO PAY ANY LATE FEES, AND WILL APPLY ANY REMAINING BALANCE TO REDUCE PRINCIPAL.

THE INTEREST RATE WILL BE ADJUSTED ANNUALLY (THE "CHANGE PERIOD").

THE "PRIME RATE" IS THE PRIME RATE IN EFFECT ON THE FIRST BUSINESS DAY OF THE MONTH IN WHICH AN INTEREST RATE CHANGE OCCURS, AS PUBLISHED IN THE WALL STREET JOURNAL ON THE NEXT BUSINESS DAY.

THE ADJUSTED INTEREST RATE WILL BE 2.75% ABOVE THE PRIME RATE. LENDER WILL ADJUST THE INTEREST RATE ON THE FIRST CALENDAR DAY OF EACH CHANGE PERIOD. THE CHANGE IN INTEREST RATE IS EFFECTIVE ON THAT DAY WHETHER OR NOT LENDER GIVES BORROWER NOTICE OF THE RATE CHANGE. THE INITIAL INTEREST RATE MUST REMAIN IN EFFECT UNTIL THE FIRST CHANGE PERIOD BEGINS.

LENDER MUST ADJUST THE PAYMENT AMOUNT AS LEAST ANNUALLY AS NEEDED TO AMORTIZE PRINCIPAL OVER THE REMAINING TERM OF THE NOTE.

IF SBA PURCHASES THE GUARANTEED PORTION OF THE UNPAID PRINCIPAL BALANCE, THE INTEREST RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF THE EARLIEST UNCURED PAYMENT DEFAULT. IF THERE IS NO UNCURED PAYMENT DEFAULT, THE RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF PURCHASE.

ALL REMAINING PRINCIPAL AND ACCRUED INTEREST IS DUE AND PAYABLE 15 YEARS FROM THE DATE OF NOTE.

LATE CHARGE: IF A PAYMENT ON THIS NOTE IS MORE THAN 10 DAYS LATE, LENDER MAY CHARGE BORROWER A LATE FEE UP TO 5% OF THE UNPAID PORTION OF THE REGULARLY SCHEDULED PAYMENT.

Computed on 360 actual days elapsed

Loan Prepayment:

Notwithstanding any provision of this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

1. Give Lender written notice.
2. Pay all accrued interest; and
3. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days interest from the date Lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b, above.

If Borrower does not prepay with 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Additional payment charges apply.

When in any one of the first three years from the date of initial disbursement, Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee as follows:

- A. DURING THE FIRST YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 5 % OF THE PREPAYMENT AMOUNT;
- B. DURING THE SECOND YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 3% OF THE PREPAYMENT AMOUNT; AND
- C. DURING THE THIRD YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 1 % OF THE PREPAYMENT AMOUNT.

If the Borrower shall be in default in payment due on the indebtedness therein and the Small Business Administration (SBA) purchases its guaranteed portion of said indebtedness, the rate of interest on both the guaranteed and the unguaranteed portion therein shall become fixed at the rate in effect as of the initial date of default. If the undersigned shall not be in default in payment of interest and/or principal, the interest rate on the guaranteed and the unguaranteed portion therein shall be fixed at the rate in effect as of the date of purchase by SBA.

4 DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;

- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any

other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;

- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations.

Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS:

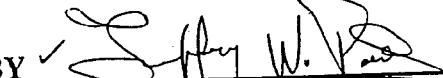
THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS NOTE, AT ANY TERM, FOR THE FULL OR TOTAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL "INDEBTEDNESS" PROVIDED FOR THEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10%) PERCENT FOR COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON AND EXECUTION HEREON, AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Witness:

Global Village, LLC

BY 
Jeffery W. Porter, Member/Manager

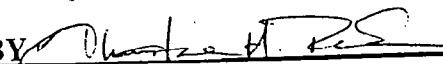
BY 
Christine H. Porter, Member/Manager

Exhibit "B"

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200212739
RECORDED ON
AUG 12, 2002
12:33:09 PM
Total Pages: 10

| | |
|-------------------------|---------|
| RECORDING FEES - | \$25.00 |
| RECORDED | |
| COUNTY IMPROVEMENT FUND | \$2.00 |
| REC'D | |
| IMPROVEMENT FUND | |
| STATE WRIT TAX | \$0.50 |
| TOTAL | \$30.50 |
| GATES & SEAMAN | |
| CUSTOMER | |

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**OPEN - END MORTGAGE
THIS MORTGAGE SECURES FUTURE ADVANCES**

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$175,000.00.

THIS MORTGAGE dated August 12, 2002, is made and executed between Global Village, LLC, whose address is 5800 Butler Street, Pittsburgh, PA 15201 (referred to below as "Grantor") and National City Bank of Pennsylvania, whose address is National City Center, 20 Stanwix Street, Pittsburgh, PA 15222 (referred to below as "Lender").

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

Tax Map 115-M06-33.2 as more fully described on Exhibit A attached hereto and made a part hereof.

The Real Property or its address is commonly known as PO BOX 40 Rt. 879, Shawville, PA 16873.
Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

from the Property. In addition, Grantor grants to Lender a Uniform Security Interest in the Rents and Personal Property, is given to secure (a) payment of the indebtedness and (b) performance of any and all obligations under the Note in the original principal amount of \$175,000.00, the related documents, and this Mortgage. This Mortgage is given and accepted on the following terms:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage when due and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer

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21.02.2016/2021

MORTGAGE (Continued)

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resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

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pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from the payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the

MORTGAGE (Continued)

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real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS. The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Additional Authorizations. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

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

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

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

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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

Accelerate Indebtedness. Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

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

MORTGAGE (Continued)

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Loan No: PLP 550 072 4009

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

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

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

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

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

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage and notices pursuant to 42 Pa. C.S.A. Section 8143, et. seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ADDITIONAL PROVISION. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA

is the holder of the Note secured by this instrument.

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

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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

Successor Interests. The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

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

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Global Village, LLC, and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Global Village, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means National City Bank of Pennsylvania, its successors and assigns.

MORTGAGE
(Continued)

Page 7

Loan No: PLP 550 072 4009

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated August 12, 2002, in the original principal amount of \$175,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

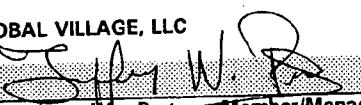
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.
THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

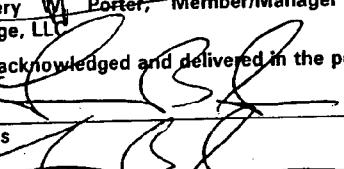
GRANTOR:

GLOBAL VILLAGE, LLC

By:  (Seal)
Jeffery W. Porter, Member/Manager of Global
Village, LLC

By:  (Seal)
Christine H. Porter, Member/Manager of Global
Village, LLC

Signed, acknowledged and delivered in the presence of:

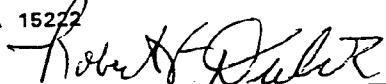
X 
Witness

X 
Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, National City Bank of Pennsylvania, herein is as follows:

Oxford Center Branch, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222



Attorney or Agent for Mortgagee

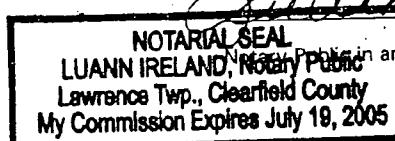
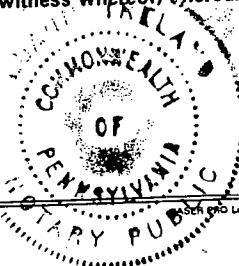
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ClearfieldI
I SS
I

On this, the 12th day of August, 20 02, before me _____, the undersigned Notary Public, personally appeared Jeffery W. Porter, Member/Manager and Christine H. Porter, Member/Manager of Global Village, LLC, who acknowledged themselves to be the members or designated agents of Global Village, LLC, a Limited Liability Company, and that they as such members or designated agents, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by themselves as members or designated agents.

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



ASCH PRO Lending, Ver. 5.19.20.02. Corp. Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. PA L1DAPPSICFWINACRILPL1G03.FC TR-11578 PR-VANTERSE

ALL that certain piece or parcel of land situate in the Township of Goshen, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

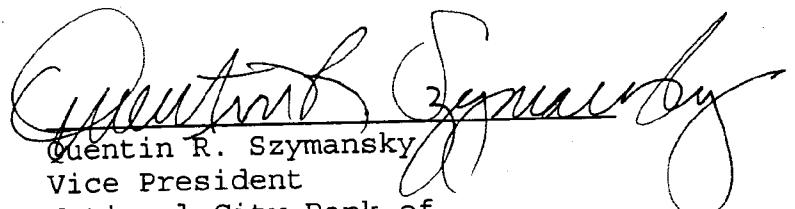
BEGINNING at an iron pin in the eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) also being the northeast corner of land now or formerly of Walter and Francine Shipley; thence along land of said Shipley South thirty-two (32°) degrees fourteen (14') minutes East three hundred seventy (370.00) feet to an iron pin; thence by land now or formerly of William and Rita Margrath North sixty-two (62°) degrees thirty-four (34') minutes East two hundred fifty-seven and seven-tenths (257.7) feet to an old iron pipe; thence by land of said Margrath North twenty-seven (27°) degrees thirty-six (36') minutes West five hundred and twenty-six one-hundredths (500.26) feet to an old iron pipe at a telephone pole; thence still by land of said Margrath South sixty-two (62°) degrees twenty-eight (28') minutes West one hundred forty-four and four-tenths (144.4) feet to an iron pin in the Eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) thence along said right-of-way South nineteen (19) degrees fifty-eight (58') minutes West one hundred ninety-four (194.00) feet to an iron pin and place of beginning. Containing 2.96 acres.

BEING the same premises which Raymond L. Stiner and Gail M. Stiner granted and conveyed to Global Village, LLC, by deed dated August 2002 and intended to be recorded concurrently herewith.

| | | |
|--------------------------|---|--|
| Open End Mortgage | | |
| Given By: | | |
| Global Village, LLC | | |
| TO: | National City Bank of Pennsylvania | |
| | Location of Premises: | |
| | PO Box 40 RT. 879 | |
| | Township of Coshen | |
| | County of Clearfield | |
| | State of Pennsylvania | |
| | Recorder, please return to: | |
| | National City Bank of Pennsylvania | |
| | P.O. Box 2977 | |
| | Pittsburgh, PA 15230 | |
| | IDC 6-231 -Commercial Loan Operations | |

VERIFICATION

Quentin R. Szymansky, Vice President, and duly authorized representative of National City Bank of Pennsylvania, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to his information and belief.



Quentin R. Szymansky
Vice President
National City Bank of
Pennsylvania

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF) CIVIL DIVISION
PENNSYLVANIA,)
Plaintiff,) NO.: 04-488-CD
vs.)
GLOBAL VILLAGE, LLC,)
Defendant.) **TYPE OF PLEADING:**
)
) **PRAECIPE TO REINSTATE CIVIL**
) **ACTION - COMPLAINT IN**
) **MORTGAGE FORECLOSURE**
)
)
) **FILED ON BEHALF OF PLAINTIFF:**
)
) National City Bank of Pennsylvania
)
)
) **COUNSEL OF RECORD FOR THIS**
) **PARTY:**
)
) John B. Joyce, Esquire
) Pa. I.D. #68242
)
) GRENNEN & BIRSMIC, P.C.
) One Gateway Center, 9th Floor
) Pittsburgh, PA 15222
) (412) 281-7650
)
)

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

PRAECIPE TO REINSTATE CIVIL ACTION -
COMPLAINT IN MORTGAGE FORECLOSURE

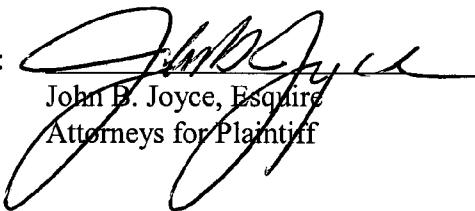
TO: PROTHONOTARY

SIR:

Kindly reinstate the Civil Action - Complaint in Mortgage Foreclosure with respect to the above-referenced matter and mark the docket accordingly.

GRENEN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Attorneys for Plaintiff

FILED

Atty pd. 7.00

7/19/04

1:00 PM

JUL 19 2004

1 Comp. Reinstated

William A. Shaw

Prothonotary/Clerk of Courts

to Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

VS.

GLOBAL VILLAGE, LLC

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15403

04-488-CD

SHERIFF RETURNS

NOW JULY 20, 2004 J.R. LOTWICK, SHERIFF OF DAUPHIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GLOBAL VILLAGE, LLC, DEFENDANT.

NOW JULY 23, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GLOBAL VILLAGE LLC, DEFENDANT BY DEPUTIZING THE SHERIFF OF DAUPHIN COUNTY. THE RETURN OF SHERIFF LOTWICK IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED WENDY SMITH, CUSTOMER SERVICE ASSOC.

Return Costs

| Cost | Description |
|-------|---|
| 21.00 | SHERIFF HAWKINS PAID BY: ATTY CK# 90552 |
| 10.00 | SURCHARGE PAID BY: ATTY CK# 90744 |
| 30.00 | DAUPHIN CO. SHFF. PAID BY: ATTY |

Sworn to Before Me This

13 Day Of August 2004

William A. Shaw

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

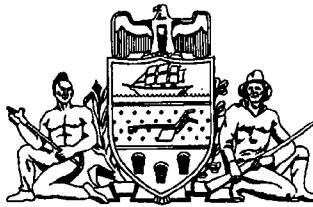
So Answers,

Chester Hawkins
by Marilyn Harr
Chester A. Hawkins
Sheriff

FILED
ebs
013:44pm
AUG 13 2004

William A. Shaw
Prothonotary

Office of the Sheriff



Mary Jane Snyder
Real Estate Deputy

William T. Tully
Solicitor

J. Daniel Basile
Chief Deputy

Michael W. Rinehart
Assistant Chief Deputy

Dauphin County
Harrisburg, Pennsylvania 17101
ph: (717) 255-2660 fax: (717) 255-2889

Jack Lotwick
Sheriff

Commonwealth of Pennsylvania : NATIONAL CITY BANK OF PA
vs
County of Dauphin : GLOBAL VILLAGE LLC

Sheriff's Return

NO. 5700-T - - - 2004
OTHER COUNTY NO. 04-488-CD

AND NOW:July 23, 2004 at 9:20AM served the within

REINSTATED COMPLAINT upon
GLOBAL VILLAGE LLC by personally handing
to WENDY SMITH, CUSTOMER SERVICE ASSOC 1 true attested copy(ies)
of the original REINSTATED COMPLAINT and making known
to him/her the contents thereof at 2704 COMMERCE DR
SUITE B
HBG, PA 17110-0000

Sworn and subscribed to
before me this 3RD day of AUGUST, 2004

So Answers,

J R Lofink

Sheriff of Dauphin County, Pa.

Mary Jane Snyder

NOTARIAL SEAL
MARY JANE SNYDER, Notary Public
Highspire, Dauphin County
My Commission Expires Sept. 1, 2006

By Yukio Nagata & Welgert

Deputy Sheriff

:\$30.00 PD 07/21

EMBREY



Sheriff's Office Clearfield County

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

CHESTER A. HAWKINS
SHERIFF

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

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
PAGE 15403

NATIONAL CITY BANK OF PENNSYLVANIA

TERM & NO. 04-488-CD

VS

DOCUMENT TO BE SERVED:

GLOBAL VILLAGE, LLC

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/18/2004

MAKE REFUND PAYABLE TO:

GRENEN & BIRSIĆ, ESQ.

SERVE: GLOBAL VILLAGE, LLC

ADDRESS: 2704 COMMERCE DRIVE, SUITE B, HARRISBURG, PA. 17110

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF DAUPHIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 20th Day of JULY 2004

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

CHIEF ATTALY 500

DAUPHIN COUNTY
SHERIFF'S OFFICE
DAUPHIN COUNTY COURT
HARRISBURG, PA. 17101
04 JUL 21 AM 9:29
RECEIVED

GRENNEN & BIRSI, P.C.

ATTORNEYS AT LAW
ONE GATEWAY CENTER
9TH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

DAUPHIN COUNTY SHERIFF
ORDER FOR SERVICE

RE:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF CIVIL DIVISION
PENNSYLVANIA, NO.: 04-488-CD
Plaintiff,

vs.

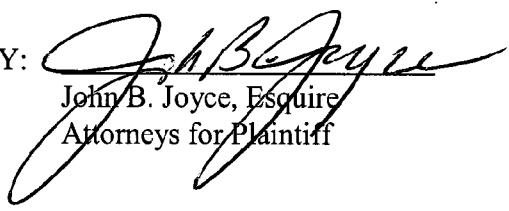
GLOBAL VILLAGE, LLC,

Defendant.

BRUCE R. WINN, PRESIDENT
Please serve the Defendant, GLOBAL VILLAGE, LLC, c/o CORPORATION SERVICE
COMPANY, Agent with the COMPLAINT IN MORTGAGE FORECLOSURE at 2704
COMMERCE DRIVE, SUITE B, HARRISBURG, PA 17110.

GRENNEN & BIRSI, P.C.

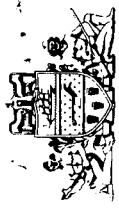
BY:


John B. Joyce, Esquire
Attorneys for Plaintiff

DAUPHIN COUNTY
SHERIFF'S OFFICE
DAUPHIN COUNTY CORTEZ
HARRISBURG, PA 17101

04 JUL 21 AM 9:29

RECEIVED



COUNTY OF DAUPHIN
HARRISBURG, PA.

J. R. LOTWICK
SHERIFF OF DAUPHIN COUNTY
OFFICIAL RECEIPT

RECEIPT NUMBER... 197205
RECEIVED FROM... GRENNEN & BIRSIG PC
DESCRIPTION... (1) CIVIL ACTION--NOTICE
DOCKET NUMBER... 57700T 2004
DEFENDANT... GLOBAL VILLAGE

RECEIPT DATE... 07/22/2004

OPERATOR..... AAR

COUNTY.... ****30. 00
STATE.... ****. 00
AGENCY.... ****. 00
TOTAL.... ****30. 00

CASH.... ****. 00
CHECK.... ****30. 00

RECD. BY *J. R. Lotwick*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,
Plaintiff,
vs.
GLOBAL VILLAGE, LLC,
Defendant.

) CIVIL DIVISION
)

) NO.: 04-488-CD
)

)
)

) **TYPE OF PLEADING:**
)

) **PRAECIPE TO REINSTATE CIVIL
ACTION - COMPLAINT IN
MORTGAGE FORECLOSURE**
)

)
)

) **FILED ON BEHALF OF PLAINTIFF:**
)

) National City Bank of Pennsylvania
)

)
)

) **COUNSEL OF RECORD FOR THIS
PARTY:**
)

) John B. Joyce, Esquire
)

) Pa. I.D. #68242
)

)
)

) **GRENNEN & BIRSCIC, P.C.**
)

) One Gateway Center, 9th Floor
)

) Pittsburgh, PA 15222
)

) (412) 281-7650
)

)
)

FILED
M 257 BA Pg 7.00
1 renosted to Atty
OCT 04 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

PRAECIPE TO REINSTATE CIVIL ACTION -
COMPLAINT IN MORTGAGE FORECLOSURE

TO: PROTHONOTARY

SIR:

Kindly reinstate the Civil Action - Complaint in Mortgage Foreclosure with respect to the above-referenced matter and mark the docket accordingly.

GRENEN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

) CIVIL DIVISION
)
)
NO.: 04-488-CD
)
)
ISSUE NUMBER:
)
)
TYPE OF PLEADING:
)
)
)
)
Motion for Service of Complaint in
Mortgage Foreclosure Pursuant to Special
Order of Court and Order of Court
)
)
)
FILED ON BEHALF OF PLAINTIFF:
)
)
National City Bank of Pennsylvania
)
)
COUNSEL OF RECORD FOR THIS
PARTY:
)
)
John B. Joyce, Esquire
Pa. I.D. #68242
)
)
GRENNEN & BIRSCIC, P.C.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650
)

FILED

JAN 31 2005

William A. Shaw

Prothonotary/Clerk of Courts

No. CERT COPIES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

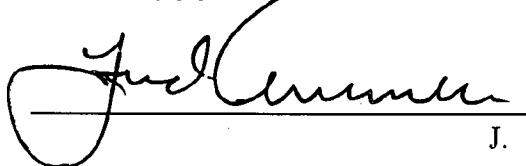
GLOBAL VILLAGE, LLC,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 1st day of February, 2005, upon consideration of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Sheriff of Clearfield County is hereby directed to serve Defendant with a true and correct copy of Plaintiff's Complaint by posting the property at PO Box 40, Route 879, Shawville, PA 16873 and by mailing the Complaint via Certified Mail, Restricted Delivery and First Class U.S. Mail with Proof of Mailing to 4111 Ansonville Road, New Millport, PA 16861. Service of the Complaint shall be deemed complete and valid upon posting by the Sheriff of Clearfield County and mailing by the Plaintiff.

BY THE COURT:



J.

FILED

01233 00 to Atty
FEB 01 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

**MOTION FOR SERVICE OF COMPLAINT IN MORTGAGE
FORECLOSURE PURSUANT TO SPECIAL ORDER OF COURT**

AND NOW, comes the Plaintiff, National City Bank of Pennsylvania, by and through its attorneys, GRENNEN & BIRSCIC, P.C., and files the within Motion for Service of Complaint in Mortgage Foreclosure Pursuant to Special Order of Court under Pennsylvania Rule of Civil Procedure 430 as follows:

1. On or about April 8, 2004, Plaintiff filed a Complaint in Mortgage Foreclosure against Global Village, LLC at the following number and term: 04-488-CD.
2. On or about April 8, 2004, Plaintiff delivered to the Sheriff of Clearfield County a copy of the Civil Action - Complaint in Mortgage Foreclosure filed by Plaintiff at the above-captioned number and term along with directions requesting that Global Village, LLC be served with a copy of the Complaint at its last known address being PO Box 40, Route 879, Shawville, PA 16873. A true and correct copy of the Directions to the Sheriff of Clearfield County are marked as **Exhibit "A"**, attached hereto and made a part hereof.
3. On or about May 7, 2004, Plaintiff received a Notice from the Sheriff of Clearfield County indicating that they attempted to serve Global Village at the address given, PO Box 40,

Route 879, Shawville, PA 16873, but it was "Not Found" and per post office, Global Village, LLC is no longer in business. A true and correct copy of the Clearfield County Sheriff's Return of Service is marked as **Exhibit "B"**, attached hereto and made a part hereof.

4. Afterwards, Plaintiff was able to discover an address of 4111 Ansonville Road, New Millport, PA 16861 for Jeffrey W. Porter, President of Global Village, LLC. On or about May 17, 2004, Plaintiff delivered to the Sheriff of Clearfield County a copy of the reinstated Civil Action - Complaint in Mortgage Foreclosure filed by Plaintiff at the above-captioned number and term along with directions requesting that Global Village, LLC c/o Jeffrey W. Porter, President, be served with a copy of the Complaint at his last known address being 4111 Ansonville Road, New Millport, PA 16861. A true and correct copy of the Directions to the Sheriff of Clearfield County are marked as **Exhibit "C"**, attached hereto and made a part hereof.

5. On or about June 23, 2004, Plaintiff received a Notice from the Sheriff of Clearfield County indicating that they attempted to serve Global Village, LLC c/o Jeffrey W. Porter, President, at the address given, 4111 Ansonville Road, New Millport, PA 16861, but it was "Not Found" and a new address of 1915 B Chain Bridge Road, P.M.B. 503, McLean, VA 22102 was provided. A true and correct copy of the Clearfield County Sheriff's Return of Service is marked as **Exhibit "D"**, attached hereto and made a part hereof.

6. Plaintiff later discovered that Corporation Service Company was the authorized Agent for Global Village, LLC. On or about July 19, 2004, Plaintiff delivered to the Sheriff of Clearfield County a copy of the reinstated Civil Action - Complaint in Mortgage Foreclosure filed by Plaintiff at the above-captioned number and term along with directions requesting that it deputize the Sheriff of Cumberland County to serve Global Village, LLC c/o Bruce R. Winn, President, Corporation Service Company, Agent, with a copy of the Complaint at its last known address being 2704

Commerce Drive, Suite B, Harrisburg, PA 17110. True and correct copies of the Directions to the Sheriff of Clearfield County and the Sheriff of Cumberland County are marked as **Exhibit "E"**, attached hereto and made a part hereof.

7. On or about August 16, 2004, Plaintiff received a Notice from the Sheriff of Clearfield County indicating that they deputized the Sheriff of Cumberland County and the Sheriff of Cumberland County served Corporation Service Company, Agent by handing to Wendy Smith, Customer Service Associate. True and correct copies of the Clearfield County Sheriff's and Cumberland County Sheriff's Returns of Service are marked as **Exhibit "F"**, attached hereto and made a part hereof.

8. However, on or about August 26, 2005, Plaintiff received the Complaint back from Corporation Service Company with a letter stating that they were unable to accept service due to the fact that they had an "undeliverable address" for Global Village, LLC. A true and correct copy of the August 26, 2004 letter from Corporation Service Company is marked as **Exhibit "G"**, attached hereto and made a part hereof.

9. On or about October 6, 2004, Plaintiff attempted service on Defendant, Global Village, LLC, c/o Jeffrey W. Porter, Member/Manager at 1915 Chain Bridge Road, PMB 503, McLean, VA 22102-4401 via Certified Mail, Return Receipt Requested, Restricted Delivery. On or about October 12, 2004, Plaintiff received the PS Form 3811 Green Card back which was signed by a Moon Ja Kim on October 8, 2004. A true and correct copy of the signed PS Form 3811 Green Card is marked as **Exhibit "H"**, attached hereto and made a part hereof.

10. However, on or about October 22, 2004, the U.S. Post Office returned the original mailing to Plaintiff, indicating that the package was "Not Deliverable As Addressed; Unable to

Forward; Return to Sender". A true and correct copy of the envelope as marked by the U.S. Post Office is marked as **Exhibit "I"**, attached hereto and made a part hereof.

11. An Affidavit of the Plaintiff stating the nature and extent of the investigation which has been made to determine the whereabouts of Defendant and the reasons why service of the Complaint in Mortgage Foreclosure cannot be made, is marked as **Exhibit "J"**, attached hereto and made a part hereof.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court direct the Sheriff of Clearfield County to serve Defendant with the Complaint by posting a copy of the Complaint on the property at PO Box 40, Route 879, Shawville, PA 16873 and by mailing the Complaint via Certified Mail, Restricted Delivery and First Class U.S. Mail with Proof of Mailing to 4111 Ansonville Road, New Millport, PA 16861. Service of the Complaint shall be deemed complete and valid upon posting by the Sheriff of Clearfield County and mailing by the Plaintiff.

Respectfully submitted,

GRENEN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Pa. I.D. #68242
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

EXHIBIT "A"

GRENEN & BIRSIĆ, P.C.
ATTORNEYS AT LAW
ONE GATEWAY CENTER
9TH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

**CLEARFIELD COUNTY SHERIFF
ORDER FOR SERVICE**

Re:

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

Please serve the Defendant, GLOBAL VILLAGE, LLC, OR an adult in charge of the premises with the COMPLAINT IN MORTGAGE FORECLOSURE at P.O. BOX 40, ROUTE 879, SHAWVILLE, PA 16873.

GRENEN & BIRSIĆ, P.C.

BY:

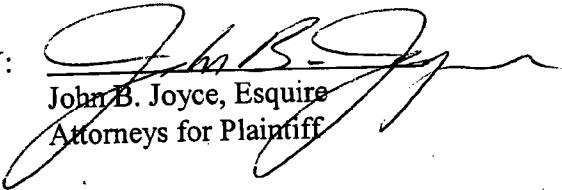

John B. Joyce, Esquire
Attorneys for Plaintiff

EXHIBIT "B"

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

VS.

GLOBAL VILLAGE, LLC

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15403

04-488-CD

COP

SHERIFF RETURNS

NOW MAY 7, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO GLOBAL VILLAGE, LLC, DEFENDANT. PER POST OFFICE NO LONGER IN BUSINESS.

Return Costs

| Cost | Description |
|--------------|--|
| 18.87 | SHERIFF HAWKINS PAID BY: ATTY CK# 87293 |
| 10.00 | SURCHARGE PAID BY: ATTY Ck#87294 |

Sworn to Before Me This

So Answers,

____ Day Of _____ 2004



**Chester A. Hawkins
Sheriff**

EXHIBIT "C"

GRENEN & BIRSI, P.C.

ATTORNEYS AT LAW
ONE GATEWAY CENTER
9TH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

**CLEARFIELD COUNTY SHERIFF
ORDER FOR SERVICE**

Re:

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

Please serve the Defendant, GLOBAL VILLAGE, LLC, c/o JEFFREY W. PORTER, President with the COMPLAINT IN MORTGAGE FORECLOSURE at 4111 ANSONVILLE ROAD, NEW MILLPORT, PA 16861.

GRENEN & BIRSI, P.C.

BY:

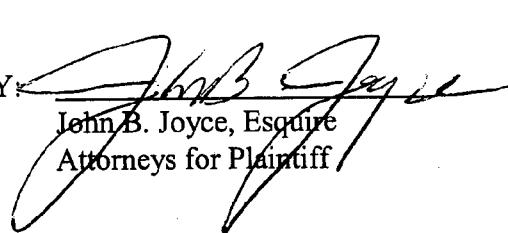

John B. Joyce, Esquire
Attorneys for Plaintiff

EXHIBIT “D”

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

vs.

GLOBAL VILLAGE, LLC

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

15403

04-488-CD

COPY

SHERIFF RETURNS

NOW JUNE 23, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO GLOBAL VILLAGE, LLC, DEFENDANT. NEW ADDRESS: 1915 B CHAIN BRIDGE ROAD, P.M.B. 503, MCCLEAN, VA. 22102.

Return Costs

| Cost | Description |
|-------|---|
| 20.12 | SHERIFF HAWKINS PAID BY: ATTY Ck# 88583 |
| 10.00 | SURCHARGE PAID BY: ATTY CK# 88584 |

Sworn to Before Me This

So Answers,

____ Day Of _____ 2004



Chester A. Hawkins
Sheriff

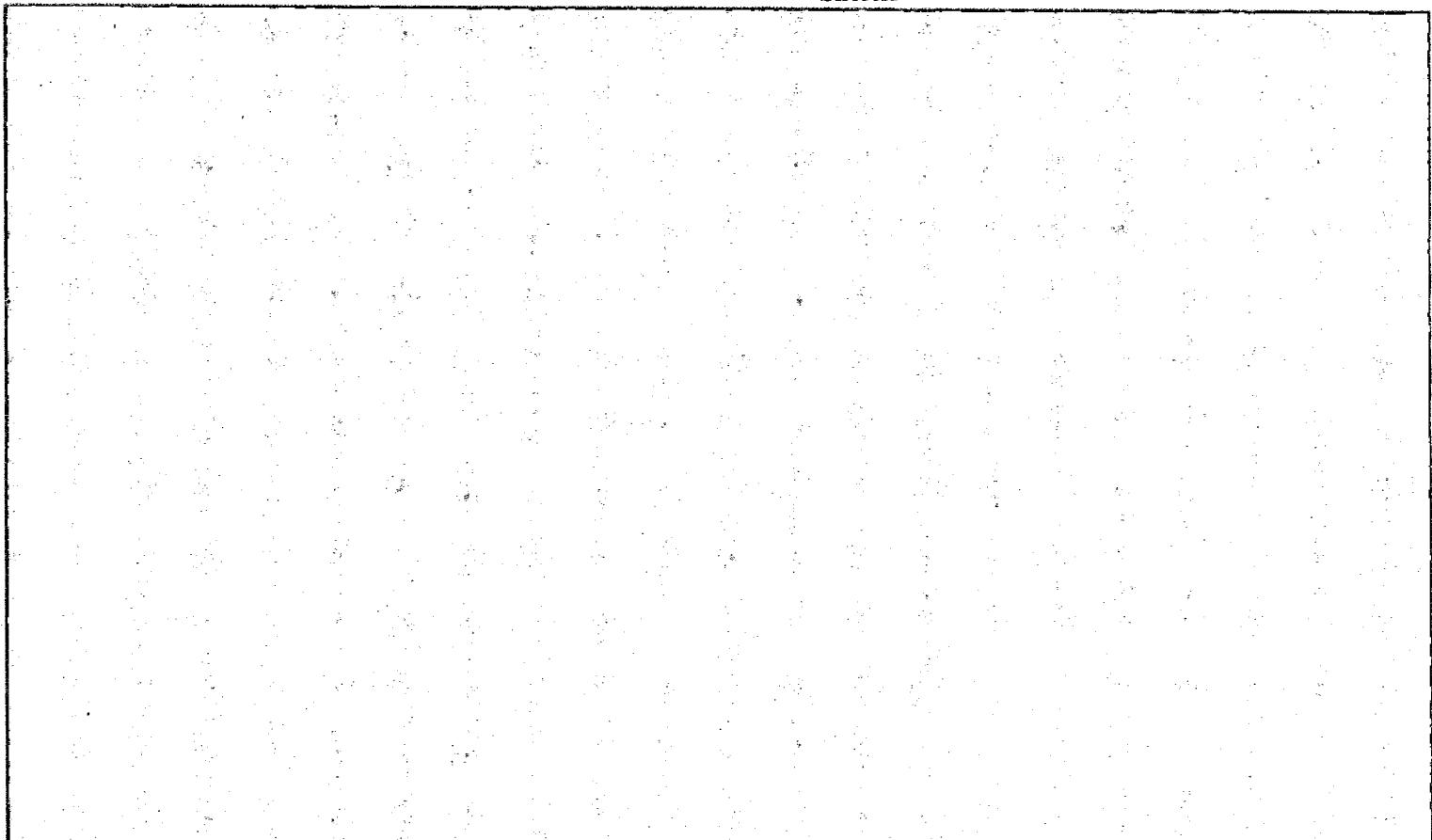


EXHIBIT “E”

GRENEN & BIRSIĆ, P.C.

ATTORNEYS AT LAW
ONE GATEWAY CENTER
9TH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

DAUPHIN COUNTY SHERIFF
ORDER FOR SERVICE

RE:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

Bruce R. Winn, President
Please serve the Defendant, GLOBAL VILLAGE, LLC, c/o CORPORATION SERVICE
COMPANY, Agent with the COMPLAINT IN MORTGAGE FORECLOSURE at 2704
COMMERCE DRIVE, SUITE B, HARRISBURG, PA 17110.

GRENEN & BIRSIĆ, P.C.

BY:

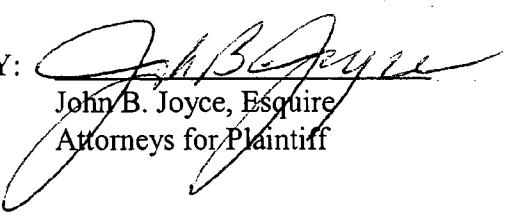

John B. Joyce, Esquire
Attorneys for Plaintiff

EXHIBIT “F”

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

VS.

GLOBAL VILLAGE, LLC

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

15403

04-488-CD

COPY

SHERIFF RETURNS

NOW JULY 20, 2004 J.R. LOTWICK, SHERIFF OF DAUPHIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GLOBAL VILLAGE, LLC, DEFENDANT.

NOW JULY 23, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GLOBAL VILLAGE LLC, DEFENDANT BY DEPUTIZING THE SHERIFF OF DAUPHIN COUNTY. THE RETURN OF SHERIFF LOTWICK IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED WENDY SMITH, CUSTOMER SERVICE ASSOC.

Return Costs

| Cost | Description |
|--------------|--|
| 21.00 | SHERIFF HAWKINS PAID BY: ATTY CK# 90552 |
| 10.00 | SURCHARGE PAID BY: ATTY CK# 90744 |
| 30.00 | DAUPHIN CO. SHFF. PAID BY: ATTY |

Sworn to Before Me This

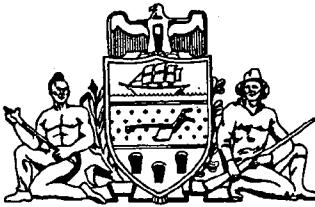
So Answers,

____ Day Of _____, 2004



**Chester A. Hawkins
Sheriff**

Office of the Sheriff **COPY**



Mary Jane Snyder
Real Estate Deputy

William T. Tully
Solicitor

J. Daniel Basile
Chief Deputy

Michael W. Rinehart
Assistant Chief Deputy

Dauphin County
Harrisburg, Pennsylvania 17101
ph: (717) 255-2660 fax: (717) 255-2889

Jack Lotwick
Sheriff

Commonwealth of Pennsylvania : NATIONAL CITY BANK OF PA
vs
County of Dauphin : GLOBAL VILLAGE LLC

Sheriff's Return

No. 5700-T - - - 2004
OTHER COUNTY NO. 04-488-CD

AND NOW: July 23, 2004 at 9:20AM served the within

REINSTATED COMPLAINT

upon

GLOBAL VILLAGE LLC

by personally handing

to WENDY SMITH, CUSTOMER SERVICE ASSOC 1 true attested copy(ies)

of the original

REINSTATED COMPLAINT

and making known

to him/her the contents thereof at 2704 COMMERCE DR

SUITE B

HBG, PA 17110-0000

Sworn and subscribed to
before me this 3RD day of AUGUST, 2004

So Answers,

J.R. Lotwick

Sheriff of Dauphin County, Pa.

Mary Jane Snyder

NOTARIAL SEAL
MARY JANE SNYDER, Notary Public
Highspire, Dauphin County
My Commission Expires Sept. 1, 2006

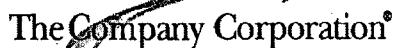
By Marsha Swigert Deputy Sheriff

Sheriff's Costs: \$30.00 PD 07/22/2004

RCPT NO 197205

EMBREY

EXHIBIT “G”



The Trusted Way to Incorporate Since 1899

ALB
Transmittal Number: 3628794

Return of Service of Process

Return to Sender Information:

John B. Joyce
Grenen & Birsic, P.C.
One Gateway Center
9th Floor
Pittsburgh, PA 15222

Date: 08/26/2004

Entity: Global Village LLC
Title of Action: National City Bank of Pennsylvania vs. Global Village LLC
Court: Clearfield Common Pleas Court, Pennsylvania
Case Number: 04-488-CD

Service of Process has been received from you on behalf of one of the defendants named in the above action.

The service of process received from you is being returned. We cannot receive this service as registered agent due to the reason(s) listed below.

We are unable to forward these documents to this client due to an undeliverable address. Because we are unable to locate this entity, we are returning the documents to you.

Our client records are confidential. We do not release any information on our clients, agent representation or service received. We suggest you contact the Secretary of State, or other appropriate agency, for more information.

2711 Centerville Road Wilmington, DE 19808
(888) 690-2882 | sop@cscinfo.com

EXHIBIT “H”

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

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

Global Village, LLC, Porter (A1) 18-235 706/04

| | | |
|-----|---|---------|
| CMG | Postage | \$ 1.29 |
| | Certified Fee | 2.36 |
| | Return Receipt Fee (Endorsement Required) | 1.75 |
| | Restricted Delivery Fee (Endorsement Required) | 3.50 |
| | Total Postage | 8.84 |

Postmark
Here

Sent To
Global Village, LLC
c/o Jeffrey W. Porter,
Member/Manager
1915 Chain Bridge Road, PMB 503
McLean, VA 22102-4401

PS Form 3800

4095
4621
0000
0000
3110
E
7000

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Global Village, LLC
c/o Jeffrey W. Porter,
Member/Manager
1915 Chain Bridge Road, PMB 503
McLean, VA 22102-4401

**2. Article Number
(Transfer from service label)**

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Moony J. Kim*

Agent
 Addressee

B. Received (Initials/Printed Name)

Moony J. Kim

C. Date of Delivery
10/08/04

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below:

*1915 Chain Bridge Road, PMB 503
McLean, VA 22102-4401*

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

7003 3110 0004 4621 4095

Domestic Return Receipt

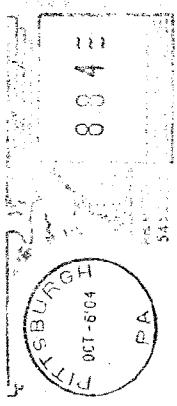
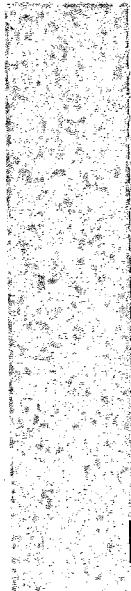
102595-02-M-1540

EXHIBIT “I”

RETURN RECEIPT REQUESTED



5604 1294 4000 0723 0002



GRENEN & BIRSIC, P.C.
ATTORNEYS AT LAW
One Gateway Center
9th Floor
Pittsburgh, Pennsylvania 15222

A handwritten signature in black ink, enclosed in a large, irregular oval. The signature reads "Robert S. Sengstacke, Jr." The "Jr." is written in a smaller, more stylized font at the end. The oval is drawn with a single continuous line. To the right of the oval, there is a large, stylized, handwritten letter "A". Below the oval, there is a short vertical line.

Global Village, LLC
c/o Jeffrey W. Porter, Member/Manager
1915 Chain Bridge Road
PMB 503
McLean, VA 22102-4401

RETURN TO SENDER
IT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
RETURN TO SENDER

卷之三

THE JOURNAL OF CLIMATE

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ASJ

EXHIBIT “J”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

AFFIDAVIT PURSUANT TO PA. R.C.P. 430

COUNTY OF ALLEGHENY)
) SS
COMMONWEALTH OF PENNSYLVANIA)

Before me, a notary public, in and for the foregoing county and commonwealth, personally appeared John B. Joyce, Esquire, of GRENNEN & BIRSCIC, P.C., attorneys for Plaintiff and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of the Defendant, Global Village, LLC, c/o Jeffrey W. Porter, Member/Manager, named in the above-captioned matter:

a. On September 1, 2004, Plaintiff mailed to the United States Postmaster at New Millport, PA 16861, a request to be furnished with a forwarding address of Jeffrey W. Porter, Member/Manager of Global Village, LLC.

b. On or about September 3, 2004, Plaintiff received a response from the United States Postmaster indicating that Jeffrey W. Porter, Member/Manager of Defendant, Global Village, LLC, had a change of address filed with the Postmaster to 1915 Chain Bridge Road, PMB 503, McLean, VA 22102-4401. A true and correct copy of the request is marked as **Attachment "A"**, attached hereto and made a part hereof.

c. On December 21, 2004, Plaintiff mailed to the United States Postmaster at McLean, VA 22102-4401, a request to be furnished with a forwarding address of Jeffrey W. Porter, Member/Manager of Global Village, LLC.

d. On or about December 29, 2004, Plaintiff received a response from the United States Postmaster indicating that Jeffrey W. Porter, Member/Manager of Defendant, Global Village, LLC, had moved, but left no forwarding address. A true and correct copy of the request is marked as **Attachment "B"**, attached hereto and made a part hereof.

e. A search of the Lexis/Nexis Smart-Linx Person Summary Report revealed that the current address of the Jeffrey W. Porter, Member/Manager of Defendant, Global Village, LLC, is Route 879, Shawville, PA 16879. Said address is the business address of Global Village, LLC and the first address on which Plaintiff attempted service. A true and correct copy of the search is marked as **Attachment "C"**, attached hereto and made a part hereof.

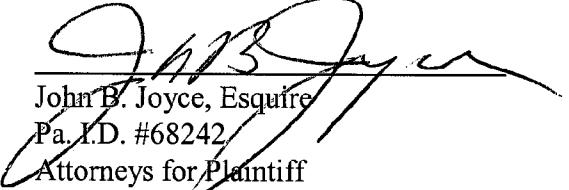
f. Jeffrey W. Porter, Member/Manager of Defendant, Global Village, LLC, is not listed in the Clearfield Area telephone directory.

g. A search of the Clearfield County Voter Registration records revealed that Jeffrey W. Porter, Member/Manager of Defendant, Global Village, LLC is registered to vote in Clearfield County, but has never voted. A true and correct copy of the letter received back from Voter Registration is marked as **Attachment "D"**, attached hereto and made a part hereof.

Finally, affiant deposes and says that the last known address of Jeffrey W. Porter, Member/Manager of Defendant, Global Village, LLC, is 4111 Ansonville Road, New Millport, PA 16861.

GRENEN & BIRSCIC, P.C.

BY:


John B. Joyce, Esquire

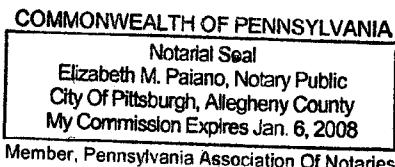
Pa. I.D. #68242

Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before me

this 26th day of January, 2005.

Elizabeth M. Paiano
Notary Public



ATTACHMENT “A”

Date: September 1, 2004

Postmaster
Shawville, PA 16873
City, State, ZIP Code

**Request for Change of Address or Boxholder
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Global Village, LLC

Address: PO Box 40, Route 879, Shawville, PA 16873

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(4)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44 a and b.

1. Capacity of requestor (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when a requester is an attorney or party action as pro se - except a corporation acting pro se must cite statute): _____
3. The names of all known parties to the litigation: National City Bank of Pennsylvania vs. Global Village, LLC

4. The court in which this case has been heard or will be heard:
Court of Common Pleas of Clearfield County
5. The docket or other identifying number if one has been issued: 04-488
6. The capacity in which this individual is to be served (e.g. defendant or witness): Member of Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Amy Lentz
Signature
Amy S. Lentz
Printed Name

Address: GRENEN & BIRSIĆ, P.C.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222

FOR POST OFFICE USE ONLY

NO change of address order on file.
 Not known at address given.
 Moved, left no forwarding address.
 No such address.

NEW ADDRESS OR BOXHOLDER'S NAME and STREET ADDRESS

1915 B Chain Bridge Rd
McLean VA
22102



ATTACHMENT “B”

Date: December 21, 2004

Postmaster

McLean, VA 22102-4401

City, State, ZIP Code

**Request for Change of Address or Boxholder
Information Needed for Service of Legal Process**

C - b

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Jeffrey W. Porter

Address: 1915 Chain Bridge Road, PMB503, McLean, VA 22102-4401

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(4)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44 a and b.

1. Capacity of requestor (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when a requester is an attorney or party action as pro se - except a corporation acting pro se must cite statute): _____
3. The names of all known parties to the litigation: National City Bank of Pennsylvania vs. Global Village, LLC

4. The court in which this case has been heard or will be heard:
Court of Common Pleas of Clearfield County
5. The docket or other identifying number if one has been issued: 04-488
6. The capacity in which this individual is to be served (e.g. defendant or witness): Member of Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Amy S. Lentz
Signature
Amy S. Lentz
Printed Name

Address: GRENNEN & BIRSIC, P.C.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222

FOR POST OFFICE USE ONLY

| | | |
|--|---|-----------------------------------|
| <input type="checkbox"/> NO change of address order on file. | <input type="checkbox"/> NEW ADDRESS OR BOXHOLDER'S NAME and STREET ADDRESS | <input type="checkbox"/> POSTMARK |
| <input type="checkbox"/> Not known at address given. | | |
| <input checked="" type="checkbox"/> Moved, left no forwarding address. | | |
| <input type="checkbox"/> No such address. | | |

ATTACHMENT “C”

Source: [My Sources](#) > [SmartLinx\(TM\)](#) > [SmartLinx\(TM\) - Person Summary Reports](#) 
Terms: **state(pa)** and **last-name(porter)** and **other-name(w.)** and **first-name(jeffrey)** ([Edit Search](#))

Select for FOCUS™ or Delivery

Porter, Jeffrey W

*** FOR INFORMATIONAL PURPOSES ONLY ***

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PERSON SUMMARY REPORT

Porter, Jeffrey W

Route 879

Shawville, **PA** 16873

County/FIPS: Clearfield

[Click to visualize this report](#)

| | | | |
|-----------------------------------|-------------------------------------|----------------------------|----------------------------|
| Addresses | Associated Entities | Attributes | Bankruptcy |
| Judgments | Licenses | Liens | Names |
| Personal Property | Real Property | Sources | Telephone |

Name Variation(s) As Found:

Porter, Jeffrey W

◆ [Source Document\(s\)](#)

Address Variation(s):

* * * ORIGINAL * * *

Route 879, Shawville, **PA** 16873

◆ [Source Document\(s\)](#)

ATTRIBUTES:

Gender: Male

Roles and Occurrences in Data:

| | |
|-----------------------------|---|
| Name Variation(s) As Found: | 1 |
| Real Property Owner: | 0 |
| Mortgage(s): | 0 |
| Aircraft Owner: | 0 |
| Boat Owner: | 0 |
| Bankruptcy Petitioner: | 0 |

| | |
|-------------------------|---|
| Other Bankruptcy Party: | 0 |
| Judgment: | 0 |
| Debtor: | 1 |
| Creditor: | 0 |
| Executive: | 0 |
| Registered Agent: | 0 |

LIEN INFORMATION

Jurisdiction: PA UCC RECORD

Secured Parties: BENNETT SUPPLY COMPANY

Debtor(s): GLOBAL VILLAGE - THE TIMBER LINE - PORTER, JEFFREY W.

Type: INITIAL FILING

Filing Date: 03/06/2003

Filing Number: 20030222079

♦ Source Document(s)

ASSOCIATED ENTITIES

♦ BENNETT SUPPLY CO
300 Business Center Dr
Cheswick, PA 15024-1071

♦ Source Document(s)

♦ GLOBAL VILLAGE
Route 879
Shawville, PA 16873

♦ Source Document(s)

♦ GLOBAL VILLAGE LLC
Route 879
Shawville, PA 16873

♦ Source Document(s)

SOURCES

♦ All Original Sources

PA Uniform Commercial Code Lien Filings

1 ♦ Source Document(s)

Load Date: 10/22/2004

Source: My Sources > SmartLinx(TM) > SmartLinx(TM) - Person Summary Reports 

Terms: state(pa) and last-name(porter) and other-name(w.) and first-name(jeffrey) (Edit Search)

View: Full

Date/Time: Friday, January 7, 2005 - 10:39 AM EST

ATTACHMENT “D”

GRENEN & BIRSCIC, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER
9TH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

RECEIVED

DEC 23 2004

CLEARFIELD COUNTY

December 21, 2004

Voter Registration Office
Clearfield County
230 East Market Street
Clearfield, PA 16830

Dear Madam or Sir:

Please furnish voter registration records and current address for the following individual:

Name: Jeffrey W. Porter

Last Known Address: 4111 Ansonville Road

New Millport, PA 16861

SS#: N/A

Birthdate: 2/26/65 Never voted
registered 6/10/99

I have enclosed a self-addressed envelope for the return of the report. Thank you for your assistance in this matter. If you have any questions or need additional information, please do not hesitate to contact me at the number listed above.

Very Truly Yours,



Amy S. Lentz,
Legal Assistant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

VS.

GLOBAL VILLAGE, LLC,

Defendant.

) CIVIL DIVISION

) NO.: 04-488-CD

TYPE OF PLEADING:

) **PRAEICE TO REINSTATE CIVIL
ACTION - COMPLAINT IN
MORTGAGE FORECLOSURE**

) FILED ON BEHALF OF PLAINTIFF:

) National City Bank of Pennsylvania

) COUNSEL OF RECORD FOR THIS
) PARTY:

) John B. Joyce, Esquire
)) Pa. I.D. #68242

) GRENEN & BIRSC, P.C.
) One Gateway Center, 9th Floor
) Pittsburgh, PA 15222
) (412) 281-7650

1

FILED

M 12:36 GA pd 7.00
Reunited Coral
to Shelly + Abby
FEB 23 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

PRAECIPE TO REINSTATE CIVIL ACTION -
COMPLAINT IN MORTGAGE FORECLOSURE

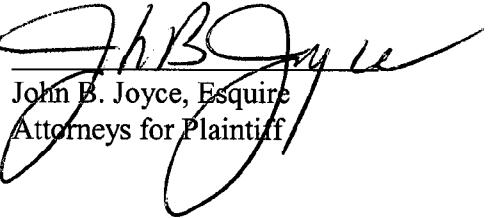
TO: PROTHONOTARY

SIR:

Kindly reinstate the Civil Action - Complaint in Mortgage Foreclosure with respect to the above-referenced matter and mark the docket accordingly.

GRENEN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100252
NO: 04-488-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA
VS.
DEFENDANT: GLOBAL VILLAGE, LLC

SHERIFF RETURN

NOW, February 28, 2005 AT 2:56 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT
PO BOX 40, RT. 879, SHAWVILLE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: HUNTER / NEVLING

FILED
03/4/05
MAR 18 2005
610
cc

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100252
NO. 04-488-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA

vs.

DEFENDANT: GLOBAL VILLAGE, LLC

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | GRENEN | 97571 | 10.00 |
| SHERIFF HAWKINS | GRENEN | 97571 | 14.23 |

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


by Marilyn Harry
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

PROOF OF SERVICE

I, John B. Joyce, attorney for Plaintiff, National City Bank of Pennsylvania, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's Complaint in this matter on Defendant, Global Village, LLC:

1. Pursuant to Order of Court dated February 1, 2005, service of the Complaint in Mortgage Foreclosure upon Defendant was deemed complete and valid upon mailing by the Plaintiff by certified mail, return receipt requested, and by first class mail, postage prepaid, addressed to 4111 Ansonville Road, New Millport, PA 16861, and by posting of a copy of the Complaint, by the Sheriff of Clearfield County, at the property located at PO Box 40, Route 879, Shawville, PA 16873. A true and correct copy of said Order of Court is marked as **Exhibit "A"**, attached hereto and made a part hereof.

2. On February 24, 2005, Plaintiff mailed the Complaint in Mortgage Foreclosure to Defendant, Global Village, LLC, c/o Jeffrey W. Porter, Member/Manager, at 4111 Ansonville Road, New Millport, PA 16861, by certified mail, return receipt requested and by first class mail, postage prepaid. A true and correct copy of the U.S. Postal Service form 3800, Article Number 7004 1160 0004 9124 3903, and the Certificate of Mailing, evidencing service by certified mail and first class

mail on the identified Defendant, are marked as **Exhibit "B"**, attached hereto and made a part hereof.

3. On or about February 28, 2005, the Sheriff of Clearfield County posted the Complaint on the property located at PO Box 40, Route 879, Shawville, PA 16873. A true and correct copy of the Sheriff's Return is marked as **Exhibit "C"**, attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

Respectfully submitted,

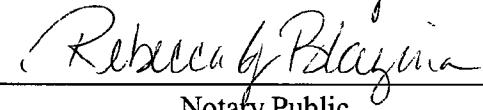
GRENEN & BIRSCIC, P.C.

BY:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 25th DAY OF May, 2005.



Notary Public

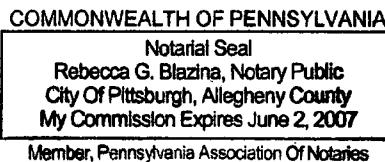


EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

CIVIL DIVISION

NO.: 04-488-CD

vs.

GLOBAL VILLAGE, LLC,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 1st day of February, 2005, upon consideration of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Sheriff of Clearfield County is hereby directed to serve Defendant with a true and correct copy of Plaintiff's Complaint by posting the property at PO Box 40, Route 879, Shawville, PA 16873 and by mailing the Complaint via Certified Mail, Restricted Delivery and First Class U.S. Mail with Proof of Mailing to 4111 Ansonville Road, New Millport, PA 16861. Service of the Complaint shall be deemed complete and valid upon posting by the Sheriff of Clearfield County and mailing by the Plaintiff.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

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

FEB 01 2005

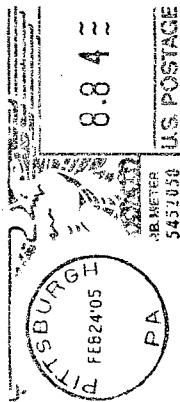
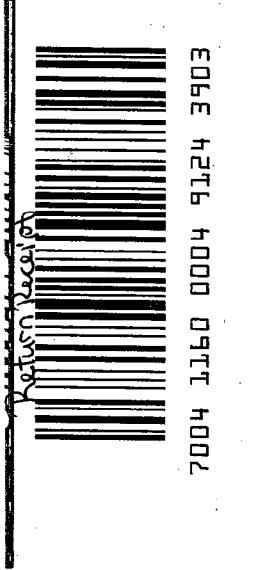
Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

EXHIBIT "B"

| U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
|---|---------|
| For delivery information visit our website at www.usps.com | |
| Global Village (ASG) 18-231 02/24/05 | |
| Box per order & Crnt Postage | \$ 1.29 |
| Certified Fee | 2.30 |
| Return Receipt Fee (Endorsement Required) | 1.75 |
| Restricted Delivery Fee (Endorsement Required) | 3.50 |
| Total Postage & Fees | \$ 8.84 |
| Postmark Here | |
| Sent To _____ | |
| Street, Apt. No.; or PO Box No. _____ | |
| City, State, ZIP+4 _____ | |
| Global Village, LLC c/o Jeffrey W. Porter, Member/Manager 4111 Ansonville Road New Millport, PA 16861 | |

PS Form 3817, January 2001

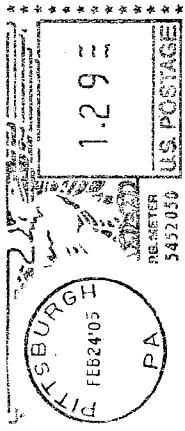


GRENEN & BIRSC, P.C.
ATTORNEYS AT LAW
One Gateway Center
9th Floor
Pittsburgh, Pennsylvania 15222

Global Village, LLC
c/o Jeffrey W. Porter, Member/Manager
4111 Ansonville Road
New Milport, PA 16861

Forward To:
Jeffrey W. Porter
1915 Chain Bridge Road
McLean VA 22103-4701

| | | | |
|--|--|--|--|
| COMPLETE THIS SECTION ON DELIVERY | | SENDER: COMPLETE THIS SECTION | |
| <input checked="" type="checkbox"/> Signature <input type="checkbox"/> Address <input type="checkbox"/> Agent | | <input type="checkbox"/> Received by (Printed Name) <input type="checkbox"/> Date of Delivery <input type="checkbox"/> Addressee | |
| Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | | | |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: | | | |
| 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | | | |
| 4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes | | | |
| 2. Article Number 7004 1160 0000 9124 3903 | | PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-150 (Transfer from service label) | |



GRENNEN & BIRSCIC, P.C.
ATTORNEYS AT LAW
One Gateway Center
9th Floor
Pittsburgh, Pennsylvania 15222

EXHIBIT "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100252
NO: 04-488-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA

vs.

DEFENDANT: GLOBAL VILLAGE, LLC

SHERIFF RETURN

NOW, February 28, 2005 AT 2:56 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT
PO BOX 40, RT. 879, SHAWVILLE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF) CIVIL DIVISION
PENNSYLVANIA,)
Plaintiff,) NO.: 04-0488-CD
vs.)
GLOBAL VILLAGE, LLC,) **TYPE OF PLEADING**
Defendant.)) **Praecipe of Writ of Execution**
) **(Mortgage Foreclosure)**
)
) FILED ON BEHALF OF PLAINTIFF:
)
) National City Bank of Pennsylvania
)
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
) John B. Joyce, Esquire
) Pa. I.D. #68242
)
) GRENNEN & BIRSMIC, P.C.
) One Gateway Center, 9th Floor
) Pittsburgh, PA 15222
) (412) 281-7650
)
)

FILED *Atty pd. 20.00*
m 12:43:80 1ccarle wnts
MAY 3 12005 w prop desc
William A. Shaw
Prothonotary/Clerk of Courts
to Shff
GR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

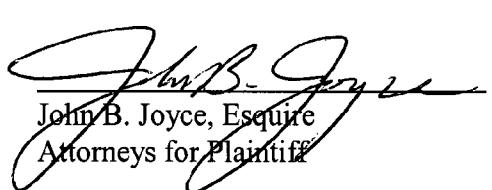
Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendant, Global Village, LLC, as follows:

| | | |
|--|----|-------------------|
| Principal | \$ | 172,896.53 |
| Interest to 8/4/05 | \$ | 33,744.92 |
| Late Charges to 8/4/05 | \$ | 653.20 |
| Attorneys' fees | \$ | 1,504.21 |
| Title Search, Foreclosure and Execution Costs | \$ | <u>2,750.00</u> |
| TOTAL | \$ | 211,548.86 |
| | | 153.00 |

Prothonotary costs

GRENEN & BIRSIĆ, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff

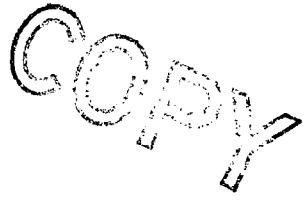
**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

National City Bank of Pennsylvania

Vs.

NO.: 2004-00488-CD

Global Village, LLC



TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, Plaintiff(s) from GLOBAL VILLAGE, LLC, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

| | | | |
|---|---------------------|------------------|-----------------|
| AMOUNT DUE:..... | \$211,548.86 | PAID:..... | \$153.00 |
| INTEREST:..... | \$33,744.92 | SHERIFF: \$ | |
| PROTH. COSTS: \$ | | OTHER COSTS: \$ | |
| ATTY'S FEES:..... | \$1,504.21 | LATE CHARGES:... | \$653.20 |
| TITLE SEARCH, FORECLOSURE | | | |
| and EXECUTION COSTS:..... \$2,750.00 | | | |
| DATE: 05/31/2005 | | | |

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: John B. Joyce, Esq.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land situate in the Township of Goshen, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) also being the northeast corner of land now or formerly of Walter and Francine Shipley; thence along land of said Shipley South thirty-two (32°) degrees fourteen (14') minutes East three hundred seventy (370.00) feet to an iron pin; thence by land now or formerly of William and Rita Margrath North sixty-two (62°) degrees thirty-four (34') minutes East two hundred fifty-seven and seven-tenths (257.7) feet to an old iron pipe; thence by land of said Margrath North twenty-seven (27°) degrees thirty-six (36') minutes West five hundred and twenty-six one-hundredths (500.26) feet to an old iron pipe at a telephone pole; thence still by land of said Margrath South sixty-two (62°) degrees twenty-eight (28') minutes West one hundred forty-four and four-tenths (144.4) feet to an iron pin in the Eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) thence along said right-of-way South nineteen (19°) degrees fifty-eight (58') minutes West one hundred ninety-four (194.00) feet to an iron pin and place of beginning. Containing 2.96 acres.

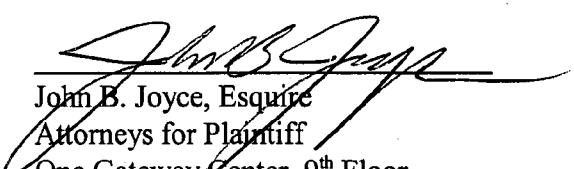
Parcel #115-M6-33.2

Having erected thereon a building known and numbered as PO Box 40, Route 879, Shawville, PA 16873.

BEING the same premises conveyed by Raymond L. Stiner and Gail M. Stiner, husband and wife, to Global Village, LLC, by their Deed dated August 12, 2002 and recorded on August 12, 2002 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume/Page 200212788.

GRENEN & BIRSIĆ, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 115-M6-33.2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

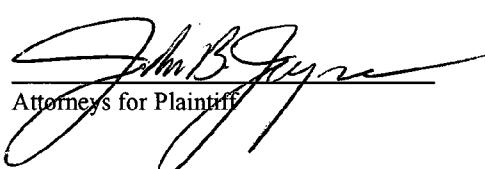
I hereby certify that the address of the Plaintiff is:

116 Allegheny Center
Pittsburgh, PA 15212

the last known address of Defendants is:

4111 Ansonville Road
New Millport, PA 16861

GRENEN & BIRSCIC, P.C.


Attorneys for Plaintiff

) CIVIL DIVISION
)) CD
) NO.: 04-488-~~GF~~
)
)
) TYPE OF PLEADING:
)
) PRAECIPE FOR DEFAULT
) JUDGMENT
) (Mortgage Foreclosure)
)
) FILED ON BEHALF OF PLAINTIFF:
)
) National City Bank of Pennsylvania
)
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
) John B. Joyce, Esquire
) Pa. I.D. #68242
)
) GRENEN & BIRSCIC, P.C.
) One Gateway Center, 9th Floor
) Pittsburgh, PA 15222
) (412) 281-7650
)
)

FILED Atty pd. 20.00
m 112:43 2005 ICC - Notice to
MAY 31 2005 Def.

William A. Shaw *Statement to*
Prothonotary/Clerk of Courts

(64)

Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against

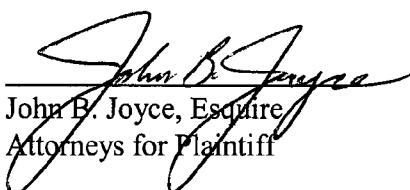
Defendant, Global Village, LLC, in the amount of \$208,415.06, which is itemized as follows:

| | | |
|--|----|-------------------|
| Principal | \$ | 172,896.53 |
| Interest to 5/26/05 | \$ | 30,611.12 |
| Late Charges to 5/26/05 | \$ | 653.20 |
| Attorneys' fees | \$ | 1,504.21 |
| Title Search, Foreclosure and Execution Costs | \$ | <u>2,750.00</u> |
| TOTAL | \$ | 208,415.06 |

with interest on the Principal sum at the rate of \$34.82 per diem, and additional late charges, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSMIC, P.C.

BY:


John B. Joyce, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

VS.

GLOBAL VILLAGE, LLC,

Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared John B. Joyce, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment were mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.

Sworn to and subscribed before me

this 25th day of May, 2005.

Rebecca J Blazina
Notary Public

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTADAL SÆRLIG

Notarial Seal
Rebecca G. Blazina, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 2, 2007

Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF PENNSYLVANIA,) CIVIL DIVISION
)
Plaintiff,) NO.: 04-488-CD
)
vs.)
)
GLOBAL VILLAGE, LLC,)
)
Defendants.)

TO: Global Village, LLC
c/o Jeffrey W. Porter
Member/Manager
4111 Ansonville Road
New Milport, PA 16861

DATE OF NOTICE: March 24, 2005

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 DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

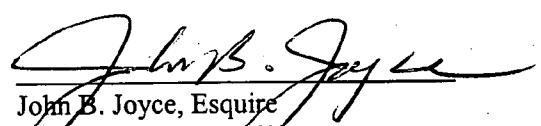
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA LAWYER REFERRAL SERVICE

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext 5982

GRENEN & BIRSCIC, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

COPY

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Global Village, LLC
c/o Jeffrey W. Porter, Member/Manager
4111 Ansonville Road
New Millport, PA 16861

Plaintiff
 Defendant
 Additional Defendant

You are hereby notified that an Order, Decree or

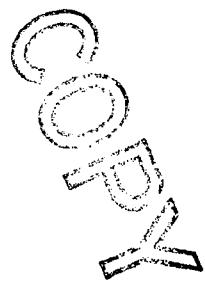
Judgment was entered in the above captioned proceeding on May 31, 2005,
2005.

A copy of the Order or Decree is enclosed,
or
 The judgment is as follows: \$208,415.06

with interest on the Principal sum at the rate of \$34.82 per diem, and additional late charges, plus
costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged
premises.

Deputy

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



National City Bank of Pennsylvania
Plaintiff(s)

No.: 2004-00488-CD

Real Debt: \$208,415.06

Atty's Comm: \$

Vs.

Costs: \$

Global Village, LLC
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 31, 2005

Expires: May 31, 2010

Certified from the record this 31st day of May, 2005.

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

Sale Date: October 7, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

) CIVIL DIVISION

)
)) NO.: 04-0488-CD

)

)
)) **TYPE OF PLEADING:**

)

)
)) **Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT
OF SERVICE DEFENDANTS/OWNERS**

)

)
)) FILED ON BEHALF OF PLAINTIFF:

)

)
)) National City Bank of Pennsylvania

)

)
)) COUNSEL OF RECORD FOR THIS
)) PARTY:

)

)
)) John B. Joyce, Esquire
)) Pa. I.D. #68242

)

)
)) GRENNEN & BIRSIK, P.C.
)) One Gateway Center, 9th Floor
)) Pittsburgh, PA 15222
)) (412) 281-7650

)

)

FILED NO CC
M 11:32 AM
OCT 03 2005
WAS
Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Sale Date: October 7, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

CIVIL DIVISION

NO.: 04-0488-CD

vs.

GLOBAL VILLAGE, LLC,

Defendant.

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

I, John B. Joyce, Esquire, Attorney for Plaintiff, National City Bank of Pennsylvania, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on Defendant, Global Village, LLC as follows:

1. Global Village, LLC is the owner of the real property and has not entered an appearance of record.
2. On February 1, 2005, this Court entered an Order authorizing Plaintiff to serve Defendant by posting the property and serving the Defendant by certified mail return receipt requested and first class mail to the address set forth in the Order, with service to be valid upon posting and mailing. A true and correct copy of the Order is marked as **Exhibit "A"** attached hereto and made a part hereof.
3. Pursuant to the Order and Pa R.C.P. 3129.2 (C) on August 26, 2005, the undersigned counsel served Defendant, Global Village, LLC, c/o Jeffrey W. Porter, Member/Manager, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt

Sale Date: October 7, 2005

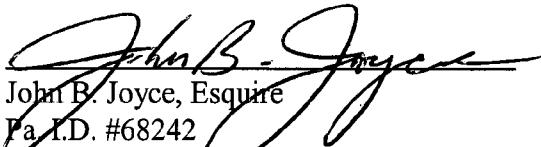
requested, and regular U.S. mail postage prepaid, addressed to 4111 Ansonville Road, New Millport, PA 16861. A true and correct copy of the U.S. Postal Service form 3811, Article Number 7004 2890 0000 6013 0369, and the Certificate of Mailing, evidencing service by certified mail and first class mail on the identified Defendant, are marked **Exhibit "B"**, attached hereto and made a part hereof.

4. On August, 12, 2005, the Sheriff's Office of Clearfield County posted the property with the notice of sale and handbill in accordance with Pa. R.C.P.3129.2(b). A true and correct copy of the Sheriff's Return of Service is marked **Exhibit "C"**, attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENEN & BIRSMIC, P.C.

BY:


John B. Joyce, Esquire
Pa. I.D. #68242
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 29th DAY OF September, 2005.

Elizabeth M. Paiano
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Elizabeth M. Paiano, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 6, 2008

Member, Pennsylvania Association Of Notaries

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 1st day of February, 2005, upon consideration of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Sheriff of Clearfield County is hereby directed to serve Defendant with a true and correct copy of Plaintiff's Complaint by posting the property at PO Box 40, Route 879, Shawville, PA 16873 and by mailing the Complaint via Certified Mail, Restricted Delivery and First Class U.S. Mail with Proof of Mailing to 4111 Ansonville Road, New Millport, PA 16861. Service of the Complaint shall be deemed complete and valid upon posting by the Sheriff of Clearfield County and mailing by the Plaintiff.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

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

FEB 01 2005

Attest.

William B. Brown
Prothonotary/
Clerk of Courts

EXHIBIT "B"

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

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

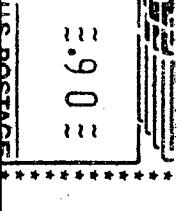
Global Village, LLC
 New Millport, PA 16861

| | | |
|-----|---|------|
| NOS | Postage | \$ |
| | Certified Fee | 2.30 |
| | Return Receipt Fee (Endorsement Required) | 1.75 |
| | Restricted Delivery Fee (Endorsement Required) | 3.50 |
| | Total Postage & Fees | \$ |

Postmark
Here

Sent To
 Global Village, LLC
 c/o Jeffrey W. Porter, Member/Manager
 4111 Ansonville Road
 City, State, Zip+4
 New Millport, PA 16861

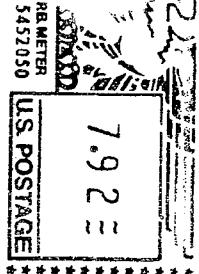
PS Form 3800, J

| | | |
|---|--|------------------------|
| U.S. POSTAL SERVICE | | CERTIFICATE OF MAILING |
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER | | |
| Received From: | Grenen & Birsic, P.C. <u>PO Box 1000</u> <u>One Gateway Center, Nine West</u> <u>Pittsburgh, PA 15222</u> | |
| 18-236 Global | | |
| One piece of ordinary mail addressed to: | | |
| — Global Village, LLC c/o Jeffrey W. Porter, Member/Manager 4111 Ansonville Road New Millport, PA 16861 | | |
|   | | |

John B. Joyce, Esquire
GRENNEN & BIRSCIC, P.C.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222



7004 2890 0000 6013 0369



18-236

Global Village, LLC
c/o Jeffrey W. Porter, Member/Manager
4111 Ansonville Road
New Millport, PA 16861

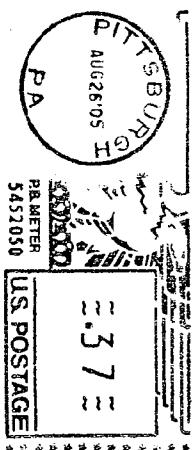
A INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN OTHER
 C NO SUCH NUMBER, STREET
 S NOT DELIVERABLE AS ADDRESSED
• UNABLE TO FORWARD

RTS
RETURN TO SENDER

1452334635

1452334635

John B. Joyce, Esquire
GRENNEN & BIRSCIC, P.C.
C Gateway Center, 9th Floor
Pittsburgh, PA 15222



18-236

Global Village, LLC
c/o Jeffrey W. Porter, Member/Manager
4111 Ansonville Road
New Millport, PA 16861

A INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN OTHER
 C NO SUCH NUMBER, STREET
 S NOT DELIVERABLE AS ADDRESSED
• UNABLE TO FORWARD

RTS
RETURN TO SENDER

1452334635

1452334635

EXHIBIT "C"

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20179

DEPUTY RECEIVED: August 09, 2005

DEFENDANT(S):
GLOBAL VILLAGE, LLCADDRESS: P.O. BOX 40, ROUTE 229
SHAWVILLE, PA 16875

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE / POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: AUGUST 23, 2005

DATE SERVED, POSTED OR LEVIED: 8/12/05 TIME: 1038a

NAME OF PERSON SERVED:

TITLE:

WHERE SERVED / POSTED (ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS:

SPECIAL DIRECTIONS:

NO. 04-488-CD
GLOBAL VILLAGE, LLCSERVED, POSTED OR LEVIED ON BY: Dunster

NOTES:

Sale Date: October 7, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

) CIVIL DIVISION

) NO.: 04-488-CD

) **TYPE OF PLEADING:**

) **Pa. R.C.P. RULE 3129.2(c)(2)**
)

) **LIENHOLDER AFFIDAVIT OF**
)

) **SERVICE**

) FILED ON BEHALF OF PLAINTIFF:

) National City Bank of Pennsylvania

) COUNSEL OF RECORD FOR THIS
)

) PARTY:

) John B. Joyce, Esquire

) Pa. I.D. #68242

) GRENNEN & BIRSIC, P.C.

) One Gateway Center, 9th Floor

) Pittsburgh, PA 15222

) (412) 281-7650

)

FILED NO
M 11:32 AM
OCT 03 2005 LM
cc

1. 3m A. Shew
Prothonotary Office of Courts

Sale Date: October 7, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF SERVICE

I, John B. Joyce, Esquire, attorney for Plaintiff, National City Bank of Pennsylvania, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows:

1. By letters dated August 16, 2005, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. A true and correct copy of said Affidavit Pursuant to Rule 3129.1 is marked **Exhibit "A"**, attached hereto, and made a part hereof.

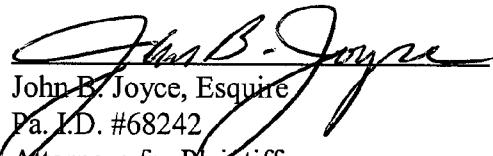
2. Undersigned counsel obtained a U.S. Postal Service Form 3877 Certificate of Mailing (Firm Sheet) for the letters. A true and correct copy of the Certificate of Mailing (Firm Sheet) and any letters, if returned as of this date, are marked collectively as **Exhibit "B"**, attached hereto and made a part hereof.

Sale Date: October 7, 2005

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENEN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Pa. I.D. #68242
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO and SUBSCRIBED BEFORE ME

THIS 29th DAY OF September, 2005.

Elizabeth M. Paiano
Notary Public

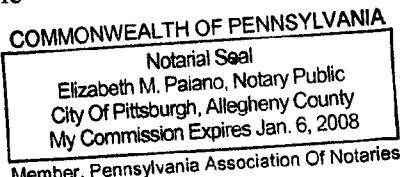


EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF ALLEGHENY)

National City Bank of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information was of record concerning the real property of Global Village, LLC located at PO Box 40, Route 879, Shawville, PA 16873 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF GLOBAL VILLAGE, LLC OF,
IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP
OF GOSHEN, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA.
HAVING ERECTED THEREON A BUILDING BEING KNOWN AND NUMBERED AS PO
BOX 40, ROUTE 879, SHAWVILLE, PA 16873. DEED BOOK VOLUME/PAGE 200212788,
PARCEL NUMBER 115-M6-33.2.

1. The name and address of the owners or reputed owners:

Global Village, LLC
c/o Jeffrey W. Porter, Member/Manager

4111 Ansonville Road
New Millport, PA 16861

2. The name and address of the defendants in the judgment:

Global Village, LLC 4111 Ansonville Road
c/o Jeffrey W. Porter, Member/Manager New Millport, PA 16861

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

National City Bank of
Pennsylvania

First Federal Financial Services,
Inc. W 175 N 11120 Stonewood Drive
Menomonee Falls, WI 53052

4. The name and address of the last record holder of every mortgage of record:

National City Bank of
Pennsylvania

North Central PA Regional Planning and Development Commission 651 Montmorenci Avenue Ridgway, PA 15853

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

Clearfield Domestic Relations 230 E. Market Street, 3rd floor
Clearfield, PA 16830

Clearfield Tax Claim Bureau 230 E. Market Street
Clearfield, PA 16830

PA Department of Revenue Bureau of Individual Taxes
Inheritance Tax Division, Dept. 280601
Harrisburg, PA 17128-0601

Commonwealth of Pennsylvania Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

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

None

7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

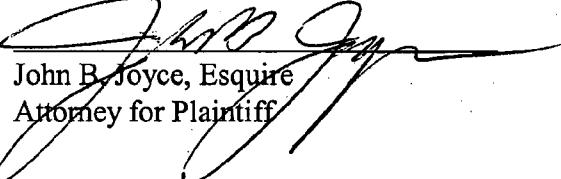
Tenant(s)

PO Box 40, Route 879
Shawville, PA 16873

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

GRENEN & BIRSC, P.C.

By:


John B. Joyce, Esquire
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 24 DAY OF May, 2005.

Rebecca G. Blazina
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Rebecca G. Blazina, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 2, 2007

Member, Pennsylvania Association Of Notaries

EXHIBIT "B"

18-224
H24

Grenen & Birsic, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Name and Address of Sender

Check type of mail or service:

- Certified
- Recorded Delivery (International)
- COD
- Registered
- Express Mail
- Return Receipt for Merchandise
- Insured
- Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)

PA
AUG 16 1995
U.S. POSTAL SERVICE



| Article Number | Addressee (Name, Street, City, State, & ZIP Code) | Postage | Fee | Handling Charge | Actual Value if Registered | Insured Value | Due Sender if C.O.D. | RR Fee | RD Fee |
|----------------|--|---|-----|-----------------|----------------------------|---------------|----------------------|--------|--------|
| | | | | | | | | | |
| 1. | Clearfield Domestic Relations | 230 E. Market Street, 3 rd floor Clearfield, PA 16830 | .37 | .30 | | | | | |
| 2. | Clearfield Tax Claim Bureau | 230 E. Market Street Clearfield, PA 16830 | .37 | .30 | | | | | |
| 3. | PA Department of Revenue Bureau of Individual Taxes | Inheritance Tax Div., Dept. 280601 Harrisburg, PA 17128-0601 | .37 | .30 | | | | | |
| 4. | Commonwealth of Pennsylvania Department of Welfare | P.O. Box 2675 Harrisburg, PA 17105 | .37 | .30 | | | | | |
| 5. | North Central Pennsylvania Regional Planning and Development Comm. Attn: President | 651 Montmorenci Avenue Ridgway, PA 15853 | .37 | .30 | | | | | |
| 6. | First Federal Financial Services, Inc. Attn: President | W 175 N 11120 Stonewood Drive Menomonee Falls, WI 53052 | .37 | .30 | | | | | |
| 7. | Tenant(s) | PO Box 40, Route 879 Shawville, PA 16873 | .37 | .30 | | | | | |
| 8. | | | | | | | | | |

Total Number of Pieces
Listed by Sender

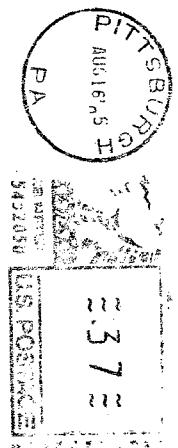
Total Number of Pieces
Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

John B. Joyce, Esquire
GREENEN & BIRSC, P.C.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222

18-236



First Federal Financial Services, Inc.
Attn: President
W 175 N 11120 Stonewood Drive
Menomonee Falls, WI 53051

NIKIE 500 1 05 08/19/05

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

BC: 15222 *1543-21738-16-38

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20179
NO: 04-488-CD

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA

vs.

DEFENDANT: GLOBAL VILLAGE, LLC

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/31/2005

LEVY TAKEN 08/12/2005 @ 10:38 AM

POSTED 08/12/2005 @ 10:38 AM

SALE HELD 10/07/2005

SOLD TO NATIONAL CITY BANK OF PENNSYLVANIA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/09/2005

DATE DEED FILED 12/09/2005

PROPERTY ADDRESS P. O. BOX 40, ROUTE 879 SHAWVILLE , PA 16873

SERVICES

08/15/2005 @ SERVED GLOBAL VILLAGE, LLC

SERVED GLOBAL VILLAGE, LLC BY REG & CERT MAIL PER COURT ORDER TO JEFFREY W. PORTER 4111 ANSONVILLE RD NEW MILLPORT, PA. 8/19/05 RECEIVED REGULAR MAIL BACK NOT DELIVERABLE AS ADDRESSED. 8/22/05 RECEIVED CERTIFIED MAIL BACK UNCLAIMED NOT DELIVERABLE AS ADDRESSED CERT #70033110000193801203.

FILED
013:17:67
DEC 09 2005
LN

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20179
NO: 04-488-CD

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA

vs.

DEFENDANT: GLOBAL VILLAGE, LLC

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$206.08

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
by Cynthia Butler-Craighead
Chester A. Hawkins
Sheriff

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

National City Bank of Pennsylvania

Vs.

NO.: 2004-00488-CD

Global Village, LLC

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, Plaintiff(s) from GLOBAL VILLAGE, LLC, Defendant(s):

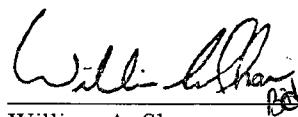
- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

| | | | |
|---|---------------------|------------------|-----------------|
| AMOUNT DUE:..... | \$211,548.86 | PAID:..... | \$153.00 |
| INTEREST:..... | \$33,744.92 | SHERIFF: \$ | |
| PROTH. COSTS: \$ | | OTHER COSTS: \$ | |
| ATTY'S FEES:..... | \$1,504.21 | LATE CHARGES:... | \$653.20 |
| TITLE SEARCH, FORECLOSURE | | | |
| and EXECUTION COSTS:..... \$2,750.00 | | | |
| DATE: 05/31/2005 | | | |



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 31st day
of May A.D. 2005
At 2:30 A.M./P.M.

Chesler A. Hartman
Sheriff By Cynthia Butler, Deputy Sheriff

Requesting Party: John B. Joyce, Esq.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land situate in the Township of Goshen, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) also being the northeast corner of land now or formerly of Walter and Francine Shipley; thence along land of said Shipley South thirty-two (32°) degrees fourteen (14') minutes East three hundred seventy (370.00) feet to an iron pin; thence by land now or formerly of William and Rita Margrath North sixty-two (62°) degrees thirty-four (34') minutes East two hundred fifty-seven and seven-tenths (257.7) feet to an old iron pipe; thence by land of said Margrath North twenty-seven (27°) degrees thirty-six (36') minutes West five hundred and twenty-six one-hundredths (500.26) feet to an old iron pipe at a telephone pole; thence still by land of said Margrath South sixty-two (62°) degrees twenty-eight (28') minutes West one hundred forty-four and four-tenths (144.4) feet to an iron pin in the Eastern line of the right-of-way of Pennsylvania State Highway Route 879 (old location) thence along said right-of-way South nineteen (19°) degrees fifty-eight (58') minutes West one hundred ninety-four (194.00) feet to an iron pin and place of beginning. Containing 2.96 acres.

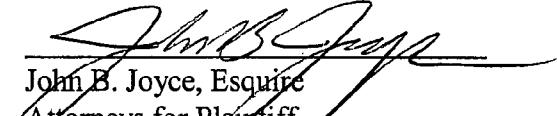
Parcel #115-M6-33.2

Having erected thereon a building known and numbered as PO Box 40, Route 879, Shawville, PA 16873.

BEING the same premises conveyed by Raymond L. Stiner and Gail M. Stiner, husband and wife, to Global Village, LLC, by their Deed dated August 12, 2002 and recorded on August 12, 2002 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume/Page 200212788.

GRENEN & BIRSIĆ, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 115-M6-33.2

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME GLOBAL VILLAGE, LLC NO. 04-488-CD

NOW, December 09, 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 October 07, 2005, I exposed the within described real estate of Global Village, Llc to public venue or outcry at which time and place I sold the same to NATIONAL CITY BANK OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

| | |
|----------------------------|-----------------|
| RDR SERVICE | 15.00 |
| MILEAGE | 15.00 |
| LEVY | 10.53 |
| MILEAGE POSTING | 15.00 |
| CSDS COMMISSION | 15.00 |
| POSTAGE | 4.86 |
| HANDBILLS | 10.00 |
| DISTRIBUTION | 9.69 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE DEED | 15.00 |
| ADD'L POSTING | 30.00 |
| ADD'L MILEAGE | |
| ADD'L LEVY | |
| BID AMOUNT | 1.00 |
| RETURNS/DEPUTIZE COPIES | 15.00 |
| BILLING/PHONE/FAX | 5.00 |
| CONTINUED SALES | 5.00 |
| MISCELLANEOUS | |
| TOTAL SHERIFF COSTS | \$206.08 |
| DEED COSTS: | |
| ACKNOWLEDGEMENT | 5.00 |
| REGISTER & RECORDER | 28.50 |
| TRANSFER TAX 2% | 0.00 |
| TOTAL DEED COSTS | \$28.50 |

PLAINTIFF COSTS, DEBT AND INTEREST:

| | |
|--------------------------------|---------------------|
| DEBT-AMOUNT DUE | 172,896.53 |
| INTEREST @ % | 0.00 |
| FROM TO 10/07/2005 | |
| PROTH SATISFACTION | |
| LATE CHARGES AND FEES | 653.20 |
| COST OF SUIT-TO BE ADDED | 2,750.00 |
| FORECLOSURE FEES | |
| ATTORNEY COMMISSION | 1,504.21 |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | 20.00 |
| SATISFACTION FEE | |
| ESCROW DEFICIENCY | |
| PROPERTY INSPECTIONS | |
| INTEREST | 33,744.92 |
| MISCELLANEOUS | |
| TOTAL DEBT AND INTEREST | \$211,568.86 |
| COSTS: | |
| ADVERTISING | 219.46 |
| TAXES - COLLECTOR | 3,683.35 |
| TAXES - TAX CLAIM | 7,183.35 |
| DUE | |
| LIEN SEARCH | 100.00 |
| ACKNOWLEDGEMENT | 5.00 |
| DEED COSTS | 28.50 |
| SHERIFF COSTS | 206.08 |
| LEGAL JOURNAL COSTS | 126.00 |
| PROTHONOTARY | 153.00 |
| MORTGAGE SEARCH | 40.00 |
| MUNICIPAL LIEN | |
| TOTAL COSTS | \$11,744.74 |

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-488-CD

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 1st day of February, 2005, upon consideration of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Sheriff of Clearfield County is hereby directed to serve Defendant with a true and correct copy of Plaintiff's Complaint by posting the property at PO Box 40, Route 879, Shawville, PA 16873 and by mailing the Complaint via Certified Mail, Restricted Delivery and First Class U.S. Mail with Proof of Mailing to 4111 Ansonville Road, New Millport, PA 16861. Service of the Complaint shall be deemed complete and valid upon posting by the Sheriff of Clearfield County and mailing by the Plaintiff.

BY THE COURT:

/s/ Fredric J. Ammerman

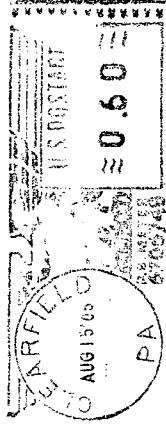
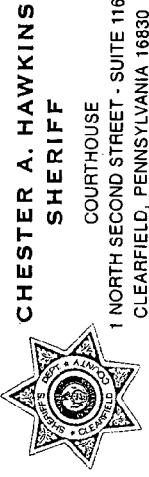
J.

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

FEB 01 2005

Attest.

Lee L. Ammerman
Prothonotary/
Clerk of Courts



*cc
8/18/85*

GLOBAL VILLAGE, LLC
C/O JEFFREY W. PORTER,
MEMBER/MANAGER

4111 ANSON
NEW MILLPK

INSUFFICIENT ADDRESS
 A ATTEMPTED NOT KNOWN
 C NO SUCH NUMBER/ STREET
 S NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

RTS

RETURN TO SENDER

16214556-11 R001

lindell.hobbs@hobbs.law

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

GLOBAL VILLAGE, LLC
CIO JEFFREY W. PORTER,
MEMBER/MANAGER
4111 ANSONVILLE ROAD
NEW MILLPORT, PA 16861

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X** Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1? Yes****If YES, enter delivery address below: No****3. Service Type** Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.**4. Restricted Delivery? (Extra Fee) Yes****2. Article Number
(Transfer from service label)**

7003 3110 0001 9380 1203

Domestic Return Receipt

10295-02-M-1540

PS Form 3811, February 2004



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 1203

Rec 8/10/05

GLOBAL VILLAGE, LLC
C/O JEFFREY W. PORTER,
MEMBER/MANAGER

4111 ANSON

NEW MILLPORT

UTPC

S

A INSUFFICIENT ADDRESS
 C ATTEMPTED NOT KNOWN
 C NO SUCH NUMBER/ STREET
 C NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

OTHER



7003 3110 0001 9380 1203

| U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) | |
|---|---|
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ 10.60 |
| Certified Fee | \$ 2.30 |
| Return Receipt Fee (Endorsement Required) | \$ 1.75 |
| Restricted Delivery Fee (Endorsement Required) | \$ 0.00 |
| Total Postage & Fees | \$ 12.65 |
| | 0830 07 Postmark Here |
| | 08/15/2005 |
| Sent To | |
| Street, Apt. No.; or PO Box No. | GLOBAL VILLAGE, LLC C/O JEFFREY W. PORTER, MEMBER/MANAGER |
| City, State, ZIP+4 | 4111 ANSONVILLE ROAD NEW MILLPORT, PA 16861 |

PS Form 3800, June 2002

Reverse for Instructions

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff.

VS.

GLOBAL VILLAGE, LLC,

Defendant.

) CIVIL DIVISION

) NO. 04-488-EF

10

1

TYPE OF PLEADING:

Partial Release of Judgment

)

) FILED ON BEHALF OF:

1

) National City Bank of Pennsylvania

2

) COUNSEL OF RECORD FOR THIS
) PARTY:

2

) John B. Joyce, Esquire

) Pa. I.D. #68242

1

One Gateway Center, 9th Fl

Pittsburgh, PA 15222

Pittsburgh, PA 15222
(412) 281-7650

(412) 281-7050

)

FILED NO cc
01/10/07 3:01
AUG 22 2007 Atty Smith
pd-7.00
William A. Shaw
the attorney/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO. 04-488-CF

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

Partial Release of Judgment

Plaintiff entered a judgment lien in the above-captioned matter against Defendant on May 31, 2005 in the amount of \$208,415.06 in the Court of Common Pleas of Clearfield County at Case No. 04-488-CF ("Judgment"). For valuable consideration, the receipt of which is hereby acknowledged, Plaintiff releases the Judgment only from the below listed parcel of real estate:

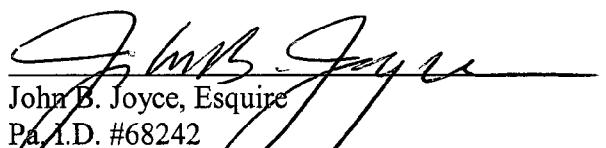
Parcel #115-M6-33.2

This is a Partial Release of the Judgment and only intends to release the Judgment from the real property more particularly described above.

In Witness Whereof, the undersigned has hereunto set its hand and seal this 24th day of July, 2007.

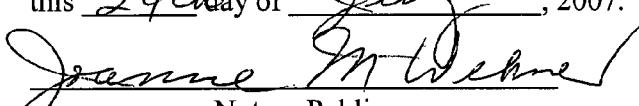
GRENNEN & BIRSCIC, P.C.

BY:


John B. Joyce, Esquire
Pa. I.D. #68242
Attorneys for National City Bank of
Pennsylvania
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before me

this 24th day of July, 2007.


Joanne M. Wehner
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2009

Member, Pennsylvania Association of Notaries