

04-1820-CD
BANKNORTH, N.A. et al. vs. BRYAN A WISE

Banknorth et al vs Bryan Wise
2004-1820-CD

ORIGINAL

FILED

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

BANKNORTH, N.A., as Successor by Merger
to PEOPLES HERITAGE BANK, N.A.,

William A. Shaw
Prothonotary

Plaintiff

vs.

No. 04-1820-4D

BRYAN A. WISE,

Defendant

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

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

Clearfield Notice to Defend
Court Administrator David S. Meholic
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

Effective September 1, 2003

2-14-05 Document
Reinstated/Released to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

2-14-05 Document
Reinstated/Released to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

EN LA CORTE DE SÚPLICAS COMUNES DE
CONDADO DE CLEARFIELD, PENNSYLVANIA
ACCION CIVIL - LEY

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A., :

Demandante : :

vs. : No. _____

BRYAN A. WISE, :

Demandado : :

AVISO PARA DEFENDER

Conforme a RCP No. 1018,1 del PA

LE HAN DEMANDADO EN CORTE. Si usted desea defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y el aviso es servido, incorporando un aspecto escrito personalmente o por el abogado y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted. Le advierten que si usted no puede hacer así que el caso puede proceder sin usted y un juicio se puede incorporar contra usted por la corte sin aviso adicional a usted para cualquier dinero demandado en la queja o para cualquier otra demanda o relevación pedida por Plaintiff(s). Usted puede perder el dinero o la característica u otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, VAYA A O LLAME POR TELÉFONO La OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED La INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURÍDICOS de la OFERTA de MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGÚN HONORARIO.

Aviso de Clearfield de defender
Administrador David S. Meholick De la Corte
Palacio de justicia Del Condado De Clearfield
Calle Del este Del Mercado 230
Clearfield, PA 16830
Teléfono: (814) 765-2641 ext. 5982

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

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A., :

Plaintiff : :

vs. : No. _____

BRYAN A. WISE, :

Defendant : :

COMPLAINT

1. Plaintiff, Banknorth, N.A., as Successor to Peoples Heritage Bank, N.A., by assignment of Coastal Financial Inc., (the "Bank") is a Banking Corporation having an office at 70 Gray Road, Falmouth, Maine 04105.

2. Defendant, Bryan A. Wise is an adult individual with a last known address of 101 Knarr Street, P.O. Box 72, Troutville, Pennsylvania 15866.

3. On or about May 10, 2001, Defendant executed and delivered to the Bank a Note (the "Note") in the original principal sum of \$54,226.41. A true and correct copy of the Note is attached hereto as Exhibit "A."

4. The Note carries interest at the initial rate of 10.89% per annum and requires Defendant to make monthly payments of principal and interest in the initial amount of \$556.57, beginning June 15, 2001 and continuing thereafter on the fifteenth (15th) day of every month until all outstanding principal and all accrued interest are paid in full.

5. The Note requires Defendant to pay a late charge of five percent (5%) of the overdue payment of principal and interest when the Bank does not receive Defendants' monthly payment within fifteen (15) days of the date that the payment is due.

6. The Note is secured and accompanied by a Mortgage (the "Mortgage") dated May 10, 2001 and recorded in the Office of the Recorder of Deeds of and for Clearfield County,

Pennsylvania, on May 29, 2001, on Defendants' property being located at 101 Knarr Street, P.O. Box 72, Borough of Troutville, Clearfield County, Pennsylvania (the "Premises"). A true and correct copy of the Mortgage which contains the complete description of the Premises, is attached hereto as Exhibit "B."

7. Defendant is in default under the Note and the Mortgage for failure to make monthly payments which were due beginning February 15, 2004 and on the fifteenth (15th) day of each month thereafter.

8. Pursuant to the Note, in the event of Default, the Bank is entitled to be reimbursed for all costs and expenses, including reasonable attorneys' fees incurred in bringing any action to enforce the Note.

9. For purposes of this action, the Bank believes, and therefore avers, that \$3,000.00 constitutes reasonable attorneys' fees for enforcing the Note. However, the Bank recognizes that it is restricted by law to those attorneys' fees that are actually incurred. If those fees are less than \$3,000.00, the Bank agrees to adjust its demand for attorneys' fees, if applicable, at the time payment on any judgment is made.

10. As of November 8, 2004, the amount due on the Note and the Mortgage is as follows:

Principal Balance	\$53,535.16
Interest through 06/15/04	
at a rate of \$15.93 per diem	3,852.60
Attorneys' Fees.....	<u>3,000.00</u>
Total	\$60,387.76

plus continuing interest after November 8, 2004 at a rate of \$15.93 per diem, plus continuing late charges and costs.

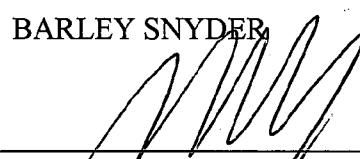
13. The Bank has demanded payment of the amount owed from Defendant but Defendant has failed and/or have refused to pay the same.

14. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., Defendant may dispute the validity of the debt or any portion thereof. If Defendant does so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant the name and address of the original creditor if different from the above.

15. This is an action in personam on a Note accompanying a Mortgage and is **not** an action in Mortgage Foreclosure.

WHEREFORE, Plaintiff Banknorth, N.A., as Successor by Merger to Peoples Heritage Bank, N.A., demands judgment against Defendant Bryan A. Wise in the amount of \$60,387.76 plus continuing interest after November 8, 2004 at a rate of \$15.93 per diem, plus continuing late charges and costs.

Date: 11/16/04

By: 

Shawn M. Long, Esquire
Attorneys for Plaintiff
Banknorth, N.A., as Successor by Merger to
Peoples Heritage Bank, N.A.
Court I.D. No. 83774

126 East King Street
Lancaster, PA 17602
(717) 299-5201

“Exhibit A”

COASTAL FINANCIAL INC., D FIRST MANUFACTURED LOAN 100 NORTH BLACK HORSE PIKE WILLIAMSTOWN, NJ 08094		BRYAN WISE 101 KNARR STREET PO BOX 72 TROUTVILLE, PA 15866	Loan Number Date 05/10/2001 Maturity Date 05/15/2021 Loan Amount \$ 54,226.41 Renewal Of
--	--	---	--

TERMS FOLLOWING A APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of:

FIFTY FOUR THOUSAND TWO HUNDRED TWENTY SIX AND 41/100 Dollars \$ **54,226.41**
plus interest from **05/10/2001** at the rate of **10.89** % per year until **05/15/2021**

ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ **0**, and it will be paid in cash. paid pro rata over the loan term.
 withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)
 VARIABLE RATE - The rate above may change so as always to be _____ the following index rate:

7246813

The interest rate may not change more than _____
The annual interest rate in effect on this note will not at any time be more than _____ % or less than _____ %. The interest rate in effect on this note may change (as often as) _____ (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in: the amount of each scheduled payment. the amount due at maturity. the number of payments.

PAYMENT - I will pay this note as follows:

(a) Interest due: _____
Principal due: _____
(b) This note has **240** payments. The first payment will be in the amount of \$ **556.57** and will be due **06/15/2001**
A payment of \$ **556.57** will be due on the **15 TH** day of each **MONTH**
thereafter. The final payment of the entire unpaid balance of principal and interest will be due **05/15/2021**

INTEREST - Interest accrues on a **DAILY** basis.
 MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ **0** if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more than **15** days after it is due equal to **5** % of the unpaid amount or \$ **5.00**, whichever is **GREATER**.
THE PURPOSE OF THIS LOAN IS - **REFI TO BUY LAND**

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan is not further secured.
(a) This loan is secured by _____, dated _____.
(b) Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

1996 SKYLINE MANUFACTURED HOME VIN #: **5K1107231**
101 KNARR STREET PO BOX 72 TROUTVILLE, PA 15866

MAY 17 2001

This Property will be used for **LIVING** purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 10.89	FINANCE CHARGE The dollar amount the credit will cost me. \$ 79,372.39	AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ 54,204.41	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ 133,576.80	I have the right to receive at this time an itemization of the Amount Financed. <input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization. "e" means an estimate.
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
240	\$ 556.57	15 TH OF EACH MONTH BEGINNING 06/15/2001		
	\$		\$ 00	Filing Fees
	\$		\$ 00	Nonfiling Insurance
	\$			

This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year.
 Variable Rate My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.
(Check one) The annual percentage rate may increase during the term of this transaction if _____

Any increase will take the form of _____
If the rate increases by _____ % in _____, the _____ will increase to _____ The rate may not increase more often than once _____, and may not increase more than _____ % each _____ The rate will not go above _____ %.

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

the goods or property being purchased.
 collateral securing other loans with you may also secure this loan.
 my deposit accounts and other rights to the payment of money from you.

Late Charge - I will be charged a late charge on any payment made more than **15** days after it is due equal to **5** % of the unpaid amount, or \$ **5.00**, whichever is **GREATER**.

Prepayment - If I pay off this note early, may will not have to pay a minimum finance charge.
 If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

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

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance on page 2.

Type Premium Term

Credit Life

Credit Disability

Joint Credit Life

Name of Insurer _____

do do not want credit life insurance.
 do do not want credit disability insurance.
 do do not want joint credit life insurance.
 do do not want _____ insurance.

DOB

DOB

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

(Optional)
Signed _____ For Lender
Title _____

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ _____

AMOUNT PAID ON MY (LOAN) ACCOUNT \$ _____

AMOUNTS PAID TO OTHERS ON MY BEHALF: \$ _____

to Insurance Companies \$ _____

to Public Officials \$ _____

COHEN LAW OFFICES \$ **54,226.41**

_____ \$ _____

_____ \$ _____

(less) PREPAID FINANCE CHARGE(S) \$ **(22.00)**

Amount Financed \$ **54,204.41**

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature **Buyer a W*

Signature _____

NOTICE OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers, assigns and conveys to Peoples Heritage Bank, 481 Congress Street, Portland, Maine 04101 the Note and Security Agreement of BRYAN WISE dated 05/10/2001 attached thereto together with the property described therein and all rights, privileges, and powers of the undersigned in or under said Note and Security Agreement.

Coastal Financial Inc.

Its:

26 7246 813

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

11-33

012570062004293-001

SK1107231
VEHICLE IDENTIFICATION NUMBER1996 | SKYLINE
YEAR | MAKE OF VEHICLE49282408202 WI
TITLE NUMBER

MH	0	SEAT CAP	PRIOR TITLE STATE	9/25/01	EXEMPT	4
2/32/96	9/25/01	UNLADEN WEIGHT	GWWR	GCWR	ODOM. STATUS	

DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GWWR	GCWR	TITLE BRANDS
----------------	---------------	----------------	------	------	--------------

NOTICE: DISCLOSURE EXEMPT BY FEDERAL LAW
(EXCEPT OWNERS)

RYAN WISE
10 KNAKK STREET
PO BOX 72
MOUTVILLE PA 15866

Commonwealth of Pennsylvania

Department of Transportation

IN FAVOR OF:
PEOPLES HERITAGE BANK

SECOND LIEN FAVOR OF:

ODOMETER STATUS	
0	ACTUAL MILEAGE
1	MILEAGE EXCEEDS THE MECHANICAL LIMITS
2	NOT THE ACTUAL MILEAGE
3	NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
4	EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS	
A	ANTIQUE VEHICLE
C	CLASSIC VEHICLE
D	COLLECTIBLE VEHICLE
F	OUT OF COUNTRY
G	ORIGINALLY MFBD. FOR NON-U.S. DISTRIBUTION
H	AGRICULTURAL VEHICLE
L	LOGGING VEHICLE
P	IS/WAS A POLICE VEHICLE
R	RECONSTRUCTED
S	STREET ROD
T	RECOVERED THEFT VEHICLE
V	VEHICLE CONTAINS REISSUED VIN
W	FLOOD VEHICLE
X	IS/WAS A TAXI

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE
ADDRESS _____

077460

PEOPLES HERITAGE BANK
NA
POB 0X 13277
LEWISTON ME 04240

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

At the time of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the vehicle.

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

The undersigned hereby makes application for Certificate of Title to the vehicle described below subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER


BRIAN E. MALLORY
Secretary of Transportation

“Exhibit B”

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200107937

RECORDED ON
May 29, 2001
12:07:08 PM

RECORDING FEES - \$21.00
RECORDER COUNTY IMPROVEMENT FUND
\$1.00
RECORDER IMPROVEMENT FUND
\$1.00
STATE WRIT TAX \$0.50
TOTAL \$23.50

CUSTOMER JOHN, LEIGHTON

26-7246-813

[Space Above This Line For Recording Data] ✓

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 10, 2001. The mortgagor is Bryan A. Wise ("Borrower"). This Security Instrument is given to Peoples Heritage Bank, N.A., which is organized and existing under the laws of P.O. Box 1377, Lewiston, ME 04240, and whose address is ("Lender"). Borrower owes Lender the principal sum of Fifty Four Thousand, Two Hundred Twenty-Six and 41/100 Dollars (U.S. \$ 54,226.41....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

Being more particularly described according to the legal description attached hereto and made a part hereof.

which has the address of 101 Knarr Street, P.O. 72, Troutville, Pennsylvania 15866 ("Property Address");
[Street] [City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Bryan A. Wise (Seal)
BRYAN A. WISE —Borrower

Social Security Number..... 170-58-9448

..... (Seal)
—Borrower

Social Security Number.....

[Space Below This Line For Acknowledgment]

CERTIFICATE OF RESIDENCE

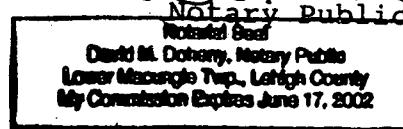
I, *Leighton Cohen*, hereby certify that the correct address of the within-named lender is Peoples Heritage Bank, N.A., P.O. Box 1377, Lewiston, ME 04240.

[Signature] Agent of Lender

COMMONWEALTH OF PENNSYLVANIA ss:
COUNTY OF

On this 10 day of May, 2001, before me, a Notary Public, in and for said County and State, personally appeared Bryan A. Wise, an individual who executed the foregoing instrument and acknowledged the examination and reading of the same and did sign the foregoing instrument, and acknowledged that the same is said individual's free act and deed.

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



Form 3039 9/90 (page 6 of 6 pages)

THIS DEED

MADE the 10th day of May in the year Two Thousand One (2001).

BETWEEN MONTY BRENT LaBORDE and SARAH A. LaBORDE his wife, of the Borough of Troutville, Clearfield County, Pennsylvania, Grantors;

AND

BRYAN A. WISE, of the Borough of Troutville, Clearfield County, Pennsylvania, Grantee.

WITNESSETH, That in consideration of the sum of THIRTEEN THOUSAND, ONE HUNDRED ----- \$13,100.00 DOLLARS in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

ALL those two certain lots or pieces of land situated in the Borough of Troutville, Clearfield County, Pennsylvania, bounded and described as follows:

FIRST: Being known as Lots No. 21 and 22 in the Adam Knarr's Addition to the Borough of Troutville, being bounded on the east by a 50-foot street; on the north by a 16-foot alley; on the west by a 16-foot alley; and on the south by a half-acre plot and which said half-acre plot is the second piece conveyed by this deed.

SECOND: Being bounded on the north by Lot No. 21 and Lot no. 22, herein conveyed as the first part of this deed; and on the east by a 50-foot street; on the south by a fifty-foot street; and on the west by a 16-foot alley and containing 1/2 acre, more or less.

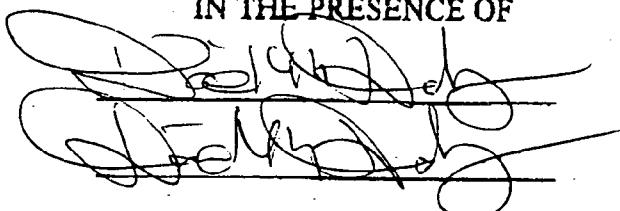
BEING THE SAME PREMISES which were conveyed by deed of Ernest H. Srock, dated February 24, 1975, and recorded in Clearfield County Deed Book Volume 734, page 101, granted and conveyed unto Monty Brent LaBorde and Sarah A. LaBorde, his wife, grantors herein.

AND the said grantors do hereby generally warrant the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)

IN THE PRESENCE OF



) Monty Brent LaBorde (L.S.)
) MONTY BRENT LABORDE
) Sarah A. LaBorde (L.S.)
) SARAH A. LABORDE
) _____ (L.S.)

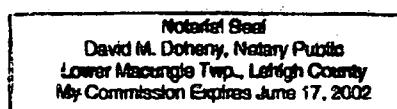
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF

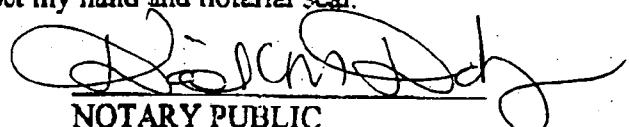
) SS:

On this, the 10 day of May 2001, before me the undersigned officer, personally appeared MONTY BRENT LABORDE and SARAH A. LABORDE, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



Member, Pennsylvania Association of Notaries


NOTARY PUBLIC

I HEREBY CERTIFY that the precise address of the grantee herein is

101 Knarr Street, P.O. Box 72
Troutville, PA 15866

VERIFICATION

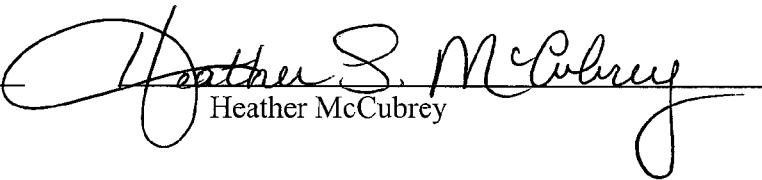
**Banknorth, N.A., as Successor by Merger to
Peoples Heritage Bank, N.A. vs.
Bryan A. Wise**

I, Heather McCubrey, being duly affirmed according to law, depose and say that I am Officer for Banknorth, N.A.; that I am authorized to make this Verification on its behalf and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

To the extent that any of the averments in the foregoing document are based upon the understanding or application of law, I have relied upon counsel in making this Verification.

This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Dated: November 9, 2004



Heather S. McCubrey
Heather McCubrey

ORIGINAL

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
PROTHONOTARY
CIVIL COVER SHEET

Note: CAO SCHEDULING COVER SHEET MUST BE ATTACHED,
IF AN EVENT NEEDS TO BE SCHEDULED.

PLEASE TYPE OR PRINT LEGIBLY ALL INFORMATION REQUESTED.
PLEASE LIST NAMES, ADDRESSES AND SOCIAL SECURITY NUMBERS
OF ADDITIONAL PARTIES ON A SEPARATE SHEET.

DO NOT STAPLE THE COVER SHEET TO THE PLEADING

ZIP CODES ARE REQUIRED & INFORMATION MUST MATCH THE PLEADING

CASE ID:

PLAINTIFF'S NAME

vs

DEFENDANT'S NAME

Banknorth, N.A., as Successor
by Merger to Peoples Heritage Bank, N.A.

Bryan A. Wise

ADDRESS

477 Congress Street,
Suite 600, P.O. Box 9547
Portland, ME 04112-9547

ADDRESS

101 Knarr Street, P.O. Box 72
Troutville, PA 15866

TYPE OF ACTION: Complaint

Jury Trial Demanded: YES NO Arbitration: YES NO

Name of Firm and Filing Attorney OR Filing Party, Address, Telephone Number, AOPC Number

Firm: **Barley Snyder**

Filing Attorney/Party: **Shawn M. Long, Esquire** Superior Court Id #: **83774**

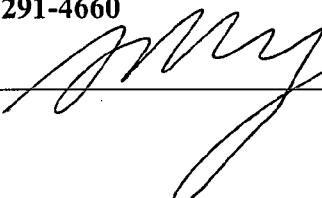
Address: **126 East King Street**

City: **Lancaster** State: **PA** Zip Code: **17602**

Telephone Number: **(717) 299-5201** Email: **slong@barley.com**

Fax Number: **(717) 291-4660**

Signature: _____



BARLEY SNYDER LLC
Shawn M. Long, Esquire
Court I.D. No. 83774
126 East King Street
Lancaster, PA 17602
(717) 299-5201

FILED *Atty pd.*
m/11/5/04 2000
APR 18 2005 *CC Notice*
to Def.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty

Attorneys for Plaintiff

BANKNORTH, N.A., as Successor by Merger to : COURT OF COMMON PLEAS OF
PEOPLE'S HERITAGE BANK, N.A., : CLEARFIELD COUNTY, PA
Plaintiff : CIVIL ACTION - LAW
:
v. : No. 04-1820-CD
:
BRYAN A. WISE, :
Defendant :
:

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff, Banknorth, N.A., as successor by merger to
People's Heritage Bank, N.A., and against Defendant, **Bryan A. Wise**, for want of an answer.

(X) Assess damages as follows:

Principal Balance	\$53,535.16
Interest through 06/15/04	
at a rate of \$15.93 per diem	3,852.60
Attorneys' Fees	<u>3,000.00</u>
Total	\$60,387.76

plus continuing interest after June 15, 2004 at a rate of \$15.93 per diem, plus
continuing late charges and costs.

(X) I certify that the foregoing assessment of damages is for specified amounts alleged
to be due in the complaint and is calculable as a sum certain from the complaint.

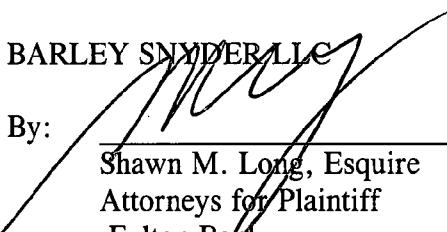
() Pursuant to Pa. R.C.P. 237 (notice of praecipe for final judgment or decree), I
certify that a copy of this praecipe has been mailed to each other party who has appeared in the

action or to his/her Attorney of Record.

(X) Pursuant to Pa. R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe and a copy of the notice is attached.

Date: 4/1/05

BARLEY SNYDER, LLC

By: 

Shawn M. Long, Esquire
Attorneys for Plaintiff
Fulton Bank
Court I.D. No. 83774

126 East King Street
Lancaster, PA 17602
(717) 299-5201

NOW, April 18, 2005, JUDGMENT IS ENTERED AS ABOVE.



Prothonotary/Clerk, Civil Division

By: _____, Deputy

BANKNORTH, N.A., as Successor by Merger to : COURT OF COMMON PLEAS OF
PEOPLE'S HERITAGE BANK, N.A. : CLEARFIELD COUNTY, PA
Plaintiff : CIVIL ACTION - LAW
v. :
: No. 04-1820-CD
BRYAN A. WISE :
Defendant :
:

To: Bryan A. Wise

Date of Notice: March 16, 2005

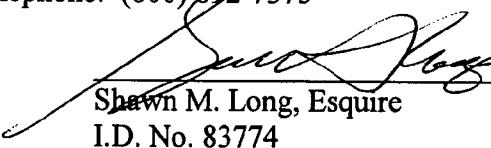
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING 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.

Lawyer Referral Service
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P. O. Box 186
Harrisburg, PA 17108
Telephone: (800) 692-7375


Shawn M. Long, Esquire

I.D. No. 83774

George J. Shoop, Esquire

I.D. No. 25367

Barley Snyder LLC

126 East King Street

Lancaster, PA 17602

(717) 299-5201

BANKNORTH, N.A., as Successor by Merger to : COURT OF COMMON PLEAS OF
PEOPLE'S HERITAGE BANK, N.A. : CLEARFIELD COUNTY, PA
Plaintiff : CIVIL ACTION - LAW
:
v. : No. 04-1820-CD
:
BRYAN A. WISE :
Defendant :
:

PROOF OF SERVICE

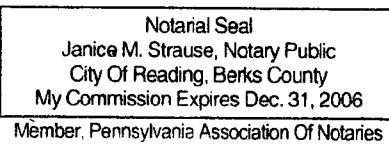
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :
:

Colleen Brelje, Paralegal, being sworn according to law, deposes and says that she served a true and correct copy of the 10-day Default Notice upon Bryan A. Wise, 101 Knarr Street, P.O. Box 72, Troutville, PA 15866 by regular mail on March 16, 2005 at 5:00 p.m.

Colleen Brelje
Colleen Brelje, Paralegal
Barley Snyder LLC
501 Washington Street
P.O. Box 942
Reading, PA 19603
(610) 376-6651

Sworn to and subscribed before me
this 16 day of April, 2005

Janice M. Strause
Notary Public



Member, Pennsylvania Association Of Notaries

BARLEY SNYDER LLC
Shawn M. Long, Esquire
Court I.D. No. 83774
126 East King Street
Lancaster, PA 17602
(717) 299-5201

Attorneys for Plaintiff

BANKNORTH, N.A., as Successor by Merger to : COURT OF COMMON PLEAS OF
PEOPLE'S HERITAGE BANK, N.A., : CLEARFIELD COUNTY, PA
Plaintiff : CIVIL ACTION - LAW
:
v. : No. 04-1820-CD
:
BRYAN A. WISE, :
Defendant :
:

**AFFIDAVIT THAT THE DEFENDANT IS NOT IN THE
MILITARY SERVICE, PURSUANT TO "SOLDIERS
AND SAILORS" CIVIL RELIEF ACT OF 1918, RE-ENACTED 1940**

LANCASTER COUNTY, SS: Before me, the undersigned authority, personally appeared Shawn M. Long, Esquire, who being duly sworn according to law, doth depose and say that Bryan A. Wise, the Defendant is not in the Military or Naval Service, based on the following facts: Age of defendant is unknown; Present place of employment is unknown; Present place of Residence is 101 Knarr Street, P.O. Box 72, Troutville, Pennsylvania 15866 as of the date of this affidavit.

ADDITIONAL FACTS, if any.

Date: 4/1/05

BARLEY SNYDER LLC

By:

Shawn M. Long, Esquire
Attorneys for Plaintiff
Fulton Bank
Court I.D. No. 83774
126 East King Street
Lancaster, PA 17602-2893
(717) 299-5201

Sworn and subscribed to before me this 1st day of April, 2005.

Judith F. Binkley
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Judith F. Binkley, Notary Public
City Of Lancaster, Lancaster County
My Commission Expires Mar. 14, 2009

Member, Pennsylvania Association of Notaries

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

04-1820-CD

OFFICE OF THE PROTHONOTARY
CLEARFIELD, P.A.

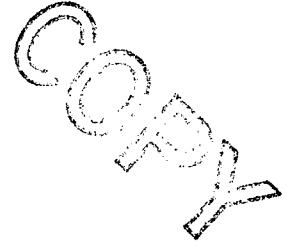
TO: Bryan A. Wise
Defendant

YOU ARE HEREBY NOTIFIED that Banknorth, N.A., as successor by merger to People's Heritage Bank, N.A., has caused a judgment by default to be entered against you with the Prothonotary of Clearfield County. The judgment was entered on April 18, 2005, to No. 04-1820-CD with the Court of Common Pleas of Clearfield County - Civil Division. The judgment is in the amount of \$60,387.76, plus interest from June 15, 2004, at a rate of \$15.93 per diem, continuing late charges and costs of suit.

PROTHONOTARY

By: _____
Deputy Clerk

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



Banknorth, N.A., as Successor by Merger
to Peoples Heritage Bank N.A.
Plaintiff(s)

No.: 2004-01820-CD

Real Debt: \$60,387.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bryan Wise
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment\cell

Date of Entry: April 18, 2005

Expires: April 18, 2010

Certified from the record this 18th day of April, 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

COPY

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

**PROTHONOTARY
CIVIL COVER SHEET**

**Note: CAO SCHEDULING COVER SHEET MUST BE ATTACHED,
IF AN EVENT NEEDS TO BE SCHEDULED.**

**PLEASE TYPE OR PRINT LEGIBLY ALL INFORMATION REQUESTED.
PLEASE LIST NAMES, ADDRESSES AND SOCIAL SECURITY NUMBERS
OF ADDITIONAL PARTIES ON A SEPARATE SHEET.**

DO NOT STAPLE THE COVER SHEET TO THE PLEADING

ZIP CODES ARE REQUIRED & INFORMATION MUST MATCH THE PLEADING

CASE ID:

PLAINTIFF'S NAME

DEFENDANT'S NAME

**Banknorth, N.A., as Successor
by Merger to Peoples Heritage Bank, N.A.**

Bryan A. Wise

ADDRESS

ADDRESS

**477 Congress Street,
Suite 600, P.O. Box 9547
Portland, ME 04112-9547**

**101 Knarr Street, P.O. Box 72
Troutville, PA 15866**

TYPE OF ACTION: Complaint

Jury Trial Demanded: YES NO Arbitration: YES NO

Name of Firm and Filing Attorney OR Filing Party, Address, Telephone Number, AOPC Number

Firm: Barley Snyder

Filing Attorney/Party: **Shawn M. Long, Esquire** Superior Court Id #: **83774**

Address: 126 East King Street

City: **Lancaster** State: **PA** Zip Code: **17602**

Telephone Number: (717) 299-5201 Email: slong@barley.com

Fax Number: (717) 291-4660

Signature:

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100005**

Case # 04-1820-CR

BANKNORTH, N.A.

vs.

BRYAN A. WISE

SHERIFF RETURNS

NOW January 20, 2005 RETURNED THE WITHIN COMPLAINT, "NOT SERVED" AS TO BRYAN A. WISE, DEFENDANT. ATTEMPTED NOT HOME

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BARLEY SNYDER	411700	10.00
SHERIFF HAWKINS	BARLEY SNYDER	411699	44.00

FILED

JAN 20 2005 CR

0/345/6
William A. Shaw
Prothonotary

Sworn to Before me This

____ Day of _____ 2005

So Answers,

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

COPY

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

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

NOV 15 2004

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A.,

Attest.

Willard C.
Prothonotary
Clerk of Courts

Plaintiff

vs.

No. 04-1820-4

BRYAN A. WISE,

Defendant

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

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

Clearfield Notice to Defend
Court Administrator David S. Meholic
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

EN LA CORTE DE SÚPLICAS COMUNES DE
CONDADO DE CLEARFIELD, PENNSYLVANIA
ACCION CIVIL - LEY

BANKNORTH, N.A., as Successor by Merger
to PEOPLES HERITAGE BANK, N.A.,

Demandante

vs.

No. _____

BRYAN A. WISE,

Demandado

AVISO PARA DEFENDER

Conforme a RCP No. 1018,1 del PA

LE HAN DEMANDADO EN CORTE. Si usted desea defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y el aviso es servido, incorporando un aspecto escrito personalmente o por el abogado y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted. Le advierten que si usted no puede hacer así que el caso puede proceder sin usted y un juicio se puede incorporar contra usted por la corte sin aviso adicional a usted para cualquier dinero demandado en la queja o para cualquier otra demanda o relevación pedida por Plaintiff(s). Usted puede perder el dinero o la característica u otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURÍDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGÚN HONORARIO.

Aviso de Clearfield de defender
Administrador David S. Meholic De la Corte
Palacio de justicia Del Condado De Clearfield
Calle Del este Del Mercado 230
Clearfield, PA 16830
Teléfono: (814) 765-2641 ext. 5982

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

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A.,

Plaintiff :

vs. :

No. _____

BRYAN A. WISE, :

Defendant :

COMPLAINT

1. Plaintiff, Banknorth, N.A., as Successor by Merger to Peoples Heritage Bank, N.A., by assignment of Coastal Financial Inc., (the "Bank") is a Banking Corporation having an office at 70 Gray Road, Falmouth, Maine 04105.

2. Defendant, Bryan A. Wise is an adult individual with a last known address of 101 Knarr Street, P.O. Box 72, Troutville, Pennsylvania 15866.

3. On or about May 10, 2001, Defendant executed and delivered to the Bank a Note (the "Note") in the original principal sum of \$54,226.41. A true and correct copy of the Note is attached hereto as Exhibit "A."

4. The Note carries interest at the initial rate of 10.89% per annum and requires Defendant to make monthly payments of principal and interest in the initial amount of \$556.57, beginning June 15, 2001 and continuing thereafter on the fifteenth (15th) day of every month until all outstanding principal and all accrued interest are paid in full.

5. The Note requires Defendant to pay a late charge of five percent (5%) of the overdue payment of principal and interest when the Bank does not receive Defendants' monthly payment within fifteen (15) days of the date that the payment is due.

6. The Note is secured and accompanied by a Mortgage (the "Mortgage") dated May 10, 2001 and recorded in the Office of the Recorder of Deeds of and for Clearfield County,

Pennsylvania, on May 29, 2001, on Defendants' property being located at 101 Knarr Street, P.O. Box 72, Borough of Troutville, Clearfield County, Pennsylvania (the "Premises"). A true and correct copy of the Mortgage which contains the complete description of the Premises, is attached hereto as Exhibit "B."

7. Defendant is in default under the Note and the Mortgage for failure to make monthly payments which were due beginning February 15, 2004 and on the fifteenth (15th) day of each month thereafter.

8. Pursuant to the Note, in the event of Default, the Bank is entitled to be reimbursed for all costs and expenses, including reasonable attorneys' fees incurred in bringing any action to enforce the Note.

9. For purposes of this action, the Bank believes, and therefore avers, that \$3,000.00 constitutes reasonable attorneys' fees for enforcing the Note. However, the Bank recognizes that it is restricted by law to those attorneys' fees that are actually incurred. If those fees are less than \$3,000.00, the Bank agrees to adjust its demand for attorneys' fees, if applicable, at the time payment on any judgment is made.

10. As of November 8, 2004, the amount due on the Note and the Mortgage is as follows:

Principal Balance	\$53,535.16
Interest through 06/15/04	
at a rate of \$15.93 per diem	3,852.60
Attorneys' Fees.....	<u>3,000.00</u>
Total	\$60,387.76

plus continuing interest after November 8, 2004 at a rate of \$15.93 per diem, plus continuing late charges and costs.

13. The Bank has demanded payment of the amount owed from Defendant but Defendant has failed and/or have refused to pay the same.

14. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., Defendant may dispute the validity of the debt or any portion thereof. If Defendant does so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant the name and address of the original creditor if different from the above.

15. This is an action in personam on a Note accompanying a Mortgage and is **not** an action in Mortgage Foreclosure.

WHEREFORE, Plaintiff Banknorth, N.A., as Successor by Merger to Peoples Heritage Bank, N.A., demands judgment against Defendant Bryan A. Wise in the amount of \$60,387.76 plus continuing interest after November 8, 2004 at a rate of \$15.93 per diem, plus continuing late charges and costs.

Date: 11/16/04

By: _____

Shawn M. Long, Esquire
Attorneys for Plaintiff
Banknorth, N.A., as Successor by Merger to
Peoples Heritage Bank, N.A.
Court I.D. No. 83774

126 East King Street
Lancaster, PA 17602
(717) 299-5201

“Exhibit A”

COASTAL FINANCIAL INC., D: FIRST MANUFACTURED LOAN 100 NORTH BLACK HORSE PIKE WILLIAMSTOWN, NJ 08094 LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.		BRYAN WISE 101 KNARR STREET PO BOX 72 TROUTVILLE, PA 15866 BORROWER'S NAME AND ADDRESS "I" includes each Borrower above, jointly and severally	Loan Number Date 05/10/2001 Maturity Date 05/15/2021 Loan Amount \$ 54,226.41 Renewal Of
---	--	---	--

TERMS FOLLOWING A APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of:

FIFTY FOUR THOUSAND TWO HUNDRED TWENTY SIX AND 41/100 Dollars \$ 54,226.41

plus interest from 05/10/2001 at the rate of 10.89% per year until 05/15/2021

 ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ _____ and it will be paid in cash. paid pro rata over the loan term. withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.) VARIABLE RATE - The rate above may change so as always to be _____ the following index rate:

7246813

The interest rate may not change more than _____

The annual interest rate in effect on this note will not at any time be more than _____ % or less than _____ %. The interest rate in effect on this note may change (as often as) _____ (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in: the amount of each scheduled payment. the amount due at maturity. the number of payments.

PAYMENT - I will pay this note as follows:

(a) Interest due: _____

Principal due: _____

(b) This note has 240 payments. The first payment will be in the amount of \$ 556.57 and will be due 06/15/2001

A payment of \$ 556.57 will be due on the 15 TH day of each MONTH

hereafter. The final payment of the entire unpaid balance of principal and interest will be due 05/15/2021

INTEREST - Interest accrues on a DAILY basis.

 MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of

S _____ if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more

than 15 days after it is due equal to 5% of the unpaid amount or \$ 5.00, whichever is GREATER

THE PURPOSE OF THIS LOAN IS - REFI TO BUY LAND

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan is is not further secured.(a) This loan is secured by _____, dated _____(b) Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.1996 SKYLINE MANUFACTURED HOME VIN #: SK1107231
101 KNARR STREET PO BOX 72 TROUTVILLE, PA 15866

MAY 17 2001

This Property will be used for LIVING purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the amount financed.
10.898 %	\$ 79,372.39	\$ 54,204.41	\$ 133,576.80	<input checked="" type="checkbox"/> YES - I want an itemization.
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		NO - I do not want an itemization.
240	\$ 556.57	15 TH OF EACH MONTH BEGINNING 06/15/2001		\$ 00 Filing Fees
	\$			\$ 00 Nonfiling Insurance
	\$			
	\$			

 This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year. Variable Rate My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.(Check one) The annual percentage rate may increase during the term of this transaction if _____Any increase will take the form of _____
If the rate increases by _____ % in _____, the _____ will increase to _____ . The rate may not increase more often than once _____, and may not increase more than _____ % each _____ . The rate will not go above _____ %.Security - I am giving a security interest in: (brief description of other property) the goods or property being purchased. collateral securing other loans with you may also secure this loan. my deposit accounts and other rights to the payment of money from you. Required Deposit - The annual percentage rate does not take into account my required deposit.

Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 5% of the unpaid amount, or \$ 5.00, whichever is GREATER

Prepayment - If I pay off this note early, I may will not have to pay a minimum finance charge. If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge. Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

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

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance on page 2.

Type Premium Term

Credit Life

Credit Disability

Joint Credit Life

Name of Insurer _____

 do do not want credit life insurance. do do not want credit disability insurance. do do not want joint credit life insurance. do do not want _____ insurance.

X DOB _____

X DOB _____

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

(Optional)

Signed _____ For Lender

Title _____

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ _____

AMOUNT PAID ON MY (LOAN) ACCOUNT \$ _____

AMOUNTS PAID TO OTHERS ON MY BEHALF: \$ _____

to Insurance Companies \$ _____

to Public Officials \$ _____

COHEN LAW OFFICES \$ 54,226.41

_____ \$ _____

(less) PREPAID FINANCE CHARGE(S) \$ (22.00)

Amount Financed \$ 54,204.41

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

CO-SIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature *Buyer a w/

Signature _____

NOTICE OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers, assigns and conveys to Peoples Heritage Bank, 481 Congress Street, Portland, Maine 04101 the Note and Security Agreement of BRYAN WISE dated 05/10/2001 attached thereto together with the property described therein and all rights, privileges, and powers of the undersigned in or under said Note and Security Agreement.

Coastal Financial Inc.

Its:

26 7246 813

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

V-33

012570062004293-001

SKL1107231

VEHICLE IDENTIFICATION NUMBER

1996

YEAR

SKYLINE

MAKE OF VEHICLE

49282408202 WI

TITLE NUMBER

NH

0

SEAT CAP

PRIOR TITLE STATE

9/25/01

ODOM. PROCD. DATE

EXEMPT

4

ODOM. MILES

2/02/96

9/25/01

UNLADEN WEIGHT

GWWR

GCWR

ODOM. STATUS
TITLE BRANDS

DATE PA TITLED

DATE OF ISSUE

TITLE BRANDS

ODOMETER STATUS

0 = ACTUAL MILEAGE

1 = MILEAGE EXCEEDS THE MECHANICAL
LIMITS

2 = NOT THE ACTUAL MILEAGE

3 = NOT THE ACTUAL MILEAGE-ODOMETER
TAMPERING VERIFIED

4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS

A = ANTIQUE VEHICLE

C = CLASSIC VEHICLE

D = COLLECTIBLE VEHICLE

F = OUT OF COUNTRY

G = ORIGINALLY MFGD. FOR NON-U.S.
DISTRIBUTION

H = AGRICULTURAL VEHICLE

L = LOGGING VEHICLE

P = IS/WAS A POLICE VEHICLE

R = RECONSTRUCTED

S = STREET ROD

T = RECOVERED THEFT VEHICLE

V = VEHICLE CONTAINS REISSUED VIN

W = FLOOD VEHICLE

X = IS/WAS A TAXI

SECOND LIEN FAVOR OF:

If a second lienholder is listed upon satisfaction of the first lien, the first
lienholder must forward this Title to the Bureau of Motor Vehicles with the
appropriate form and fee.

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

PEOPLES HERITAGE BANK

RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

ADDRESS

077460
PEOPLES HERITAGE BANK
MA
POB OX 13277
LEWISTON ME 04240

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

ADDRESS

077460
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BY _____ AUTHORIZED REPRESENTATIVE

“Exhibit B”

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200107937

RECORDED ON
May 29, 2001
12:07:08 PM

26-7246-813

[Space Above This Line For Recording Data] ✓

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 10 , 2001. The mortgagor is Bryan A. Wise

..... ("Borrower"). This Security Instrument is given to Peoples Heritage Bank, N.A., which is organized and existing under the laws of P.O. Box 1377, Lewiston, ME 04240 , and whose address is

Borrower owes Lender the principal sum of Fifty Four Thousand, Two Hundred Twenty-Six and 41/100 Dollars (U.S. \$ 54,226.41.....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

Being more particularly described according to the legal description attached hereto and made a part hereof.

which has the address of 101 Knarr Street, P.O. 72 , Troutville ,
[Street] [City]
Pennsylvania 15866 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

.....
BRYAN A. WISE
Social Security Number.....170-58-9448.....
(Seal)
—Borrower

.....
Social Security Number.....
(Seal)
—Borrower

Social Security Number.....

[Space Below This Line For Acknowledgment]

CERTIFICATE OF RESIDENCE

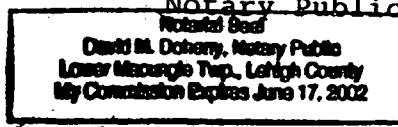
I, *Leighton Cohen*, hereby certify that the correct address of the within-named lender is Peoples Heritage Bank, N.A. P.O. Box 1377, Lewiston, ME 04240.

[Signature]
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA ss:
COUNTY OF

On this 10 day of May, 2001, before me, a Notary Public, in and for said County and State, personally appeared Bryan A. Wise, an individual who executed the foregoing instrument and acknowledged the examination and reading of the same and did sign the foregoing instrument, and acknowledged that the same is said individual's free act and deed.

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



Member, Pennsylvania Association of Notaries

THIS DEED

MADE the 10th day of May in the year Two Thousand One (2001).

BETWEEN MONTY BRENT LaBORDE and SARAH A. LaBORDE his wife, of the Borough of Troutville, Clearfield County, Pennsylvania, Grantors;

AND

BRYAN A. WISE, of the Borough of Troutville, Clearfield County, Pennsylvania, Grantee.

WITNESSETH, That in consideration of the sum of THIRTEEN THOUSAND, ONE HUNDRED ----- \$13,100.00) DOLLARS in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

ALL those two certain lots or pieces of land situated in the Borough of Troutville, Clearfield County, Pennsylvania, bounded and described as follows:

FIRST: Being known as Lots No. 21 and 22 in the Adam Knarr's Addition to the Borough of Troutville, being bounded on the east by a 50-foot street; on the north by a 16-foot alley; on the west by a 16-foot alley; and on the south by a half-acre plot and which said half-acre plot is the second piece conveyed by this deed.

SECOND: Being bounded on the north by Lot No. 21 and Lot no. 22, herein conveyed as the first part of this deed; and on the east by a 50-foot street; on the south by a fifty-foot street; and on the west by a 16-foot alley and containing 1/2 acre, more or less.

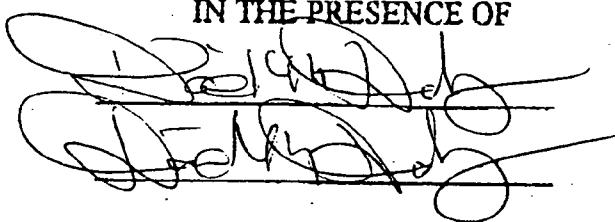
BEING THE SAME PREMISES which were conveyed by deed of Ernest H. Srock, dated February 24, 1975, and recorded in Clearfield County Deed Book Volume 734, page 101, granted and conveyed unto Monty Brent LaBorde and Sarah A. LaBorde, his wife, grantors herein.

AND the said grantors do hereby generally warrant the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)

IN THE PRESENCE OF)



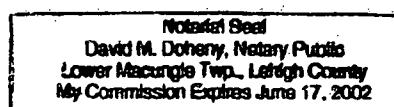
) Monty Brent LaBorde (L.S.)
) MONTY BRENT LABORDE
) Sarah A. LaBorde (L.S.)
) SARAH A. LABORDE
) _____ (L.S.)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF)

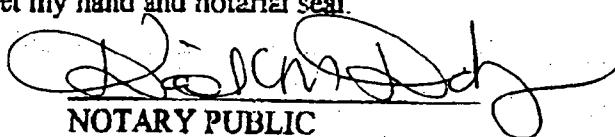
) SS:

On this, the 10 day of May 2001, before me the undersigned officer, personally appeared MONTY BRENT LABORDE and SARAH A. LABORDE, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



Member, Pennsylvania Association of Notaries


NOTARY PUBLIC

I HEREBY CERTIFY that the precise address of the grantee herein is

101 Knarr Street, P.O. Box 72
Troutville, PA 15866

VERIFICATION

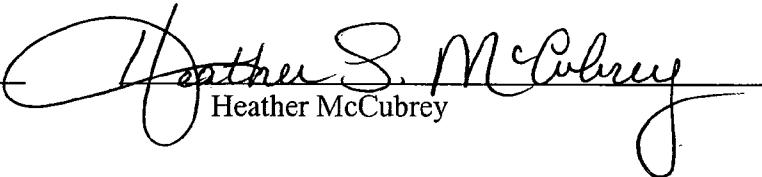
**Banknorth, N.A., as Successor by Merger to
Peoples Heritage Bank, N.A. vs.
Bryan A. Wise**

I, Heather McCubrey, being duly affirmed according to law, depose and say that I am Officer for Banknorth, N.A.; that I am authorized to make this Verification on its behalf and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

To the extent that any of the averments in the foregoing document are based upon the understanding or application of law, I have relied upon counsel in making this Verification.

This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Dated: November 9, 2004


Heather S. McCubrey
Heather McCubrey

COPY

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

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

NOV 15 2004

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A., :

Attest.

W.C. Meholick
Prothonotary/
Clerk of Courts

Plaintiff :

vs. :

No. 04-1820-CD

BRYAN A. WISE, :

Defendant :

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

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

Clearfield Notice to Defend
Court Administrator David S. Meholick
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

EN LA CORTE DE SÚPLICAS COMUNES DE
CONDADO DE CLEARFIELD, PENNSYLVANIA
ACCION CIVIL - LEY

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A.,

Demandante :

vs. : No. _____

BRYAN A. WISE,

Demandado :

AVISO PARA DEFENDER

Conforme a RCP No. 1018,1 del PA

LE HAN DEMANDADO EN CORTE. Si usted desea defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y el aviso es servido, incorporando un aspecto escrito personalmente o por el abogado y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted. Le advierten que si usted no puede hacer así que el caso puede proceder sin usted y un juicio se puede incorporar contra usted por la corte sin aviso adicional a usted para cualquier dinero demandado en la queja o para cualquier otra demanda o relevación pedida por Plaintiff(s). Usted puede perder el dinero o la característica u otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURÍDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGÚN HONORARIO.

Aviso de Clearfield de defender
Administrador David S. Meholic De la Corte
Palacio de justicia Del Condado De Clearfield
Calle Del este Del Mercado 230
Clearfield, PA 16830
Teléfono: (814) 765-2641 ext. 5982

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

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A.,

Plaintiff

vs. : No. _____

BRYAN A. WISE,

Defendant

COMPLAINT

1. Plaintiff, Banknorth, N.A., as Successor by Merger to Peoples Heritage Bank, N.A., by assignment of Coastal Financial Inc., (the "Bank") is a Banking Corporation having an office at 70 Gray Road, Falmouth, Maine 04105.
2. Defendant, Bryan A. Wise is an adult individual with a last known address of 101 Knarr Street, P.O. Box 72, Troutville, Pennsylvania 15866.
3. On or about May 10, 2001, Defendant executed and delivered to the Bank a Note (the "Note") in the original principal sum of \$54,226.41. A true and correct copy of the Note is attached hereto as Exhibit "A."
4. The Note carries interest at the initial rate of 10.89% per annum and requires Defendant to make monthly payments of principal and interest in the initial amount of \$556.57, beginning June 15, 2001 and continuing thereafter on the fifteenth (15th) day of every month until all outstanding principal and all accrued interest are paid in full.
5. The Note requires Defendant to pay a late charge of five percent (5%) of the overdue payment of principal and interest when the Bank does not receive Defendants' monthly payment within fifteen (15) days of the date that the payment is due.
6. The Note is secured and accompanied by a Mortgage (the "Mortgage") dated May 10, 2001 and recorded in the Office of the Recorder of Deeds of and for Clearfield County,

Pennsylvania, on May 29, 2001, on Defendants' property being located at 101 Knarr Street, P.O. Box 72, Borough of Troutville, Clearfield County, Pennsylvania (the "Premises"). A true and correct copy of the Mortgage which contains the complete description of the Premises, is attached hereto as Exhibit "B."

7. Defendant is in default under the Note and the Mortgage for failure to make monthly payments which were due beginning February 15, 2004 and on the fifteenth (15th) day of each month thereafter.

8. Pursuant to the Note, in the event of Default, the Bank is entitled to be reimbursed for all costs and expenses, including reasonable attorneys' fees incurred in bringing any action to enforce the Note.

9. For purposes of this action, the Bank believes, and therefore avers, that \$3,000.00 constitutes reasonable attorneys' fees for enforcing the Note. However, the Bank recognizes that it is restricted by law to those attorneys' fees that are actually incurred. If those fees are less than \$3,000.00, the Bank agrees to adjust its demand for attorneys' fees, if applicable, at the time payment on any judgment is made.

10. As of November 8, 2004, the amount due on the Note and the Mortgage is as follows:

Principal Balance	\$53,535.16
Interest through 06/15/04	
at a rate of \$15.93 per diem	3,852.60
Attorneys' Fees.....	<u>3,000.00</u>
 Total	\$60,387.76

plus continuing interest after November 8, 2004 at a rate of \$15.93 per diem, plus continuing late charges and costs.

13. The Bank has demanded payment of the amount owed from Defendant but Defendant has failed and/or have refused to pay the same.

14. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., Defendant may dispute the validity of the debt or any portion thereof. If Defendant does so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant the name and address of the original creditor if different from the above.

15. This is an action in personam on a Note accompanying a Mortgage and is **not** an action in Mortgage Foreclosure.

WHEREFORE, Plaintiff Banknorth, N.A., as Successor by Merger to Peoples Heritage Bank, N.A., demands judgment against Defendant Bryan A. Wise in the amount of \$60,387.76 plus continuing interest after November 8, 2004 at a rate of \$15.93 per diem, plus continuing late charges and costs.

Date: 11/10/04

By: _____

Shawn M. Long, Esquire
Attorneys for Plaintiff
Banknorth, N.A., as Successor by Merger to
Peoples Heritage Bank, N.A.
Court I.D. No. 83774

126 East King Street
Lancaster, PA 17602
(717) 299-5201

“Exhibit A”

COASTAL FINANCIAL INC., D. FIRST MANUFACTURED LOAN 100 NORTH BLACK HORSE PIKE WILLIAMSTOWN, NJ 08094 LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.		BRYAN WISE 101 KNARR STREET PO BOX 72 TROUTVILLE, PA 15866 BORROWER'S NAME AND ADDRESS "I" includes each Borrower above, jointly and severally.	Loan Number Date 05/10/2001 Maturity Date 05/15/2021 Loan Amount \$ 54,226.41 Renewal Of
---	--	--	--

TERMS FOLLOWING A APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of:

SEVENTY FOUR THOUSAND TWO HUNDRED TWENTY SIX AND 41/100 Dollars \$ **54,226.41**
plus interest from **05/10/2001** at the rate of **10.89** % per year until **05/15/2021**

ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ _____, and it will be paid in cash. paid pro rata over the loan term.
 withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

VARIABLE RATE - The rate above may change so as always to be _____ the following index rate:

7246813

The interest rate may not change more than _____

The annual interest rate in effect on this note will not at any time be more than _____ % or less than _____ %. The interest rate in effect on this note may change (as often as) _____ (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in: the amount of each scheduled payment. the amount due at maturity. the number of payments.

PAYMENT - I will pay this note as follows:

(a) Interest due:

Principal due:
(b) This note has 240 payments. The first payment will be in the amount of \$ 556.57 and will be due 06/15/2001

A payment of \$ **556.57** will be due on the **15 TH** day of each **MONTH** thereafter. The final payment of the entire unpaid balance of principal and interest will be due **05/15/2021**

INTEREST - Interest accrues on a **DAILY** basis.

MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ _____ if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more than **15** days after it is due equal to **5** % of the unpaid amount or \$ **5.00**, whichever is **GREATER**.

THE PURPOSE OF THIS LOAN IS: **RENT TO BUY LAND**

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan is not further secured.

(a) This loan is secured by _____, dated _____.

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

**1996 SKYLINE MANUFACTURED HOME VIN #: SK110723I
101 KNARR STREET PO BOX 72 TROUTVILLE, PA 15866**

MAY 17 2001

This Property will be used for **LIVING** purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 10.898	FINANCE CHARGE The dollar amount the credit will cost me. \$ 79,372.39	AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ 54,204.41	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ 133,576.80	I have the right to receive at this time an itemization of the amount financed. XX YES - I want an itemization. NO - I do not want an itemization.
My Payment Schedule will be:				<p>"e" means an estimate. \$ 00 Filing Fees \$ 00 Nonfiling Insurance</p>
Number of Payments	Amount of Payments	When Payments Are Due		
240	\$ 556.57	15 TH OF EACH MONTH BEGINNING 06/15/2001		
\$	\$			
\$	\$			

This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year.
 Variable Rate My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.
(Check one) The annual percentage rate may increase during the term of this transaction if _____

Any increase will take the form of _____

If the rate increases by _____ % in _____, the _____ will increase to _____ . The rate may not increase more often than once _____, and may not increase more than _____ % each _____ . The rate will not go above _____ %.

Security - I am giving a security interest in:

the goods or property being purchased.

collateral securing other loans with you may also secure this loan.

my deposit accounts and other rights to the payment of money from you.

Late Charge - I will be charged a late charge on any payment made more than **15** days after it is due equal to **5** % of the unpaid amount, or \$ **5.00**, whichever is **GREATER**.

Prepayment - If I pay off this note early, may will not have to pay a minimum finance charge.

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

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.
I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance on page 2.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		

Name of Insurer _____

do do not want credit life insurance.
 do do not want credit disability insurance.
 do do not want joint credit life insurance.
 do do not want _____ insurance.

X DOB _____

X DOB _____

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

(Optional)
Signed _____ For Lender
Title _____

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ _____

AMOUNT PAID ON MY (LOAN) ACCOUNT \$ _____

AMOUNTS PAID TO OTHERS ON MY BEHALF:

to Insurance Companies \$ _____

to Public Officials \$ _____

COHEN LAW OFFICES \$ **54,226.41**

(less) PREPAID FINANCE CHARGE(S) \$ **(22.00)**

Amount Financed \$ **54,204.41**

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature ***Bryan A. Wise**

Signature _____

NOTICE OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers, assigns and conveys to Peoples Heritage Bank, 481 Congress Street, Portland, Maine 04101 the Note and Security Agreement of BRYAN WISE dated 05/10/2001 attached thereto together with the property described therein and all rights, privileges, and powers of the undersigned in or under said Note and Security Agreement.

Coastal Financial Inc.

Its:

“Exhibit B”

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200107987

RECORDED ON
May 29, 2001
12:07:08 PM

26-7246-813

[Space Above This Line For Recording Data] ✓

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 10
2001. The mortgagor is Bryan A. Wise

..... ("Borrower"). This Security Instrument is given to
..... Peoples Heritage Bank, N.A., which is organized and existing
under the laws of
..... P.O. Box 1377, Lewiston, ME 04240 and whose address is
..... ("Lender").
Borrower owes Lender the principal sum of Fifty Four Thousand, Two Hundred Twenty-Six
..... and 41/100 Dollars (U.S. \$ 54,226.41.....). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on
..... This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security
of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument
and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in
..... Clearfield County, Pennsylvania:

Being more particularly described according to the legal description
attached hereto and made a part hereof.

which has the address of 101 Knarr Street, P.O. 72 , Troutville ,
[Street] [City]
Pennsylvania 15866 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

.....
BRYAN A. WISE.....(Seal)
—Borrower

Social Security Number.....170-58-9448.....

.....(Seal)
—Borrower

Social Security Number.....

[Space Below This Line For Acknowledgment]

CERTIFICATE OF RESIDENCE

I, *Leighton Cohen*, hereby certify that the correct address of the within-named lender is Peoples Heritage Bank, N.A., P.O. Box 1377, Lewiston, ME 04240.

[Signature]
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA ss:
COUNTY OF

On this 10 day of May, 2001, before me, a Notary Public, in and for said County and State, personally appeared Bryan A. Wise, an individual who executed the foregoing instrument and acknowledged the examination and reading of the same and did sign the foregoing instrument, and acknowledged that the same is said individual's free act and deed.

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



[Signature]
Notary Public
Notary Seal
David M. Doherty, Notary Public
Lower Macungie Twp., Lehigh County
My Commission Expires June 17, 2002

Form 3039 9/90 (page 6 of 6 pages)

THIS DEED

MADE the 10th day of May in the year Two Thousand One (2001).

BETWEEN MONTY BRENT LaBORDE and SARAH A. LaBORDE his wife, of the Borough of Troutville, Clearfield County, Pennsylvania, Grantors;

AND

BRYAN A. WISE, of the Borough of Troutville, Clearfield County, Pennsylvania, Grantee.

WITNESSETH, That in consideration of the sum of THIRTEEN THOUSAND, ONE HUNDRED ----- \$13,100.00) DOLLARS in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

ALL those two certain lots or pieces of land situated in the Borough of Troutville, Clearfield County, Pennsylvania, bounded and described as follows:

FIRST: Being known as Lots No. 21 and 22 in the Adam Knarr's Addition to the Borough of Troutville, being bounded on the east by a 50-foot street; on the north by a 16-foot alley; on the west by a 16-foot alley; and on the south by a half-acre plot and which said half-acre plot is the second piece conveyed by this deed.

SECOND: Being bounded on the north by Lot No. 21 and Lot no. 22, herein conveyed as the first part of this deed; and on the east by a 50-foot street; on the south by a fifty-foot street; and on the west by a 16-foot alley and containing 1/2 acre, more or less.

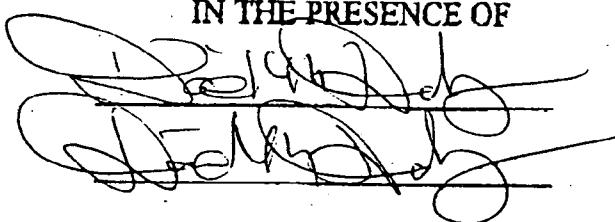
BEING THE SAME PREMISES which were conveyed by deed of Ernest H. Srock, dated February 24, 1975, and recorded in Clearfield County Deed Book Volume 734, page 101, granted and conveyed unto Monty Brent LaBorde and Sarah A. LaBorde, his wife, grantors herein.

AND the said grantors do hereby generally warrant the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)

IN THE PRESENCE OF)



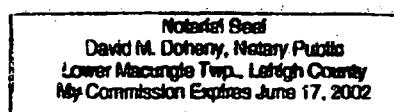
) Monty Brent LaBorde (L.S.)
) MONTY BRENT LABORDE
) Sarah A. LaBorde (L.S.)
) SARAH A. LABORDE
) _____ (L.S.)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF)

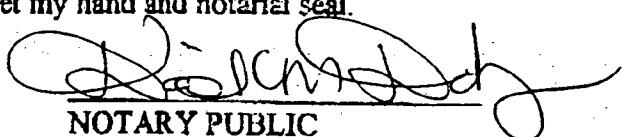
) SS:

On this, the 10 day of May 2001, before me the undersigned officer, personally appeared MONTY BRENT LABORDE and SARAH A. LABORDE, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



Member, Pennsylvania Association of Notaries


NOTARY PUBLIC

I HEREBY CERTIFY that the precise address of the grantee herein is

101 Knarr Street, P.O. Box 72
Troutville, PA 15866

VERIFICATION

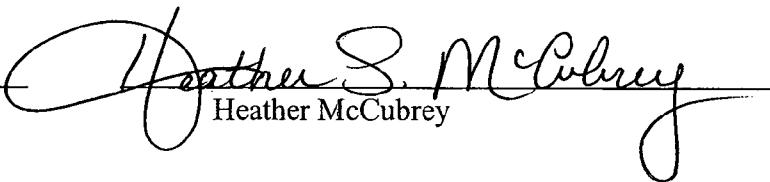
**Banknorth, N.A., as Successor by Merger to
Peoples Heritage Bank, N.A. vs.
Bryan A. Wise**

I, Heather McCubrey, being duly affirmed according to law, depose and say that I am Officer for Banknorth, N.A.; that I am authorized to make this Verification on its behalf and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

To the extent that any of the averments in the foregoing document are based upon the understanding or application of law, I have relied upon counsel in making this Verification.

This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Dated: November 9, 2004



Heather S. McCubrey
Heather McCubrey

BARLEY SNYDER LLC
Shawn M. Long, Esquire
Court I.D. No. 83774
126 East King Street
Lancaster, PA 17602
(717) 299-5201

BANKNORTH, N.A., as Successor by Merger to
PEOPLE'S HERITAGE BANK, N.A.

Plaintiff

v.

: COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
: CIVIL ACTION - LAW
:
: No. 04-1820-CD
:

BRYAN A. WISE

Defendant

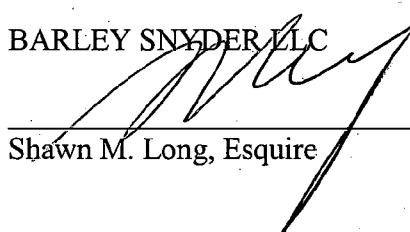
:

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint in the above-captioned action.

BARLEY SNYDER LLC


Shawn M. Long, Esquire

Dated: February 14, 2005

FILED *to Atty*
2/14/05 *cc* *Atty*
CC *m/2/2005* *Compl. to*
GIC *FEB 14 2005* *Atty* *Sheriff*
William A. Shaw *Atty pd. 7.00*
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100224
NO: 04-1820-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: BANKNORTH, N.A.
vs.
DEFENDANT: BRYAN A. WISE

SHERIFF RETURN

NOW, February 23, 2005 AT 5:34 PM SERVED THE WITHIN COMPLAINT ON BRYAN A. WISE DEFENDANT AT 101 KNARR ST., PO BOX 72, TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRYAN A. WISE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED

MAR 17 2005
0132366
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BARLEYSNYDER	34031	10.00
SHERIFF HAWKINS	BARLEYSNYDER	34031	41.40

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

*Chester A. Hawkins
by Mandy Hause*
Chester A. Hawkins
Sheriff

COPY

COPY

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

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

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A.,

NOV 15 2004

Attest.

Wm. M.
Prothonotary
Clearfield County

Plaintiff

vs.

No. 04-1820-C

BRYAN A. WISE,

Defendant

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

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

Clearfield Notice to Defend
Court Administrator David S. Meholic
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Telephone: (814) 765-2641 ext. 5982

Effective September 1, 2003

2-14-05 Document Sheriff
Reinstated/Reissued to Sheriff/Attorney
for service.
Willie M. M.
Deputy Prothonotary

EN LA CORTE DE SÚPLICAS COMUNES DE
CONDADO DE CLEARFIELD, PENNSYLVANIA
ACCION CIVIL - LEY

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A., :

Demandante :

vs. : No. _____

BRYAN A. WISE, :

Demandado :

AVISO PARA DEFENDER

Conforme a RCP No. 1018,1 del PA

LE HAN DEMANDADO EN CORTE. Si usted desea defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y el aviso es servido, incorporando un aspecto escrito personalmente o por el abogado y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted. Le advierten que si usted no puede hacer así que el caso puede proceder sin usted y un juicio se puede incorporar contra usted por la corte sin aviso adicional a usted para cualquier dinero demandado en la queja o para cualquier otra demanda o relevación pedida por Plaintiff(s). Usted puede perder el dinero o la característica u otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURÍDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGÚN HONORARIO.

Aviso de Clearfield de defender
Administrador David S. Meholick De la Corte
Palacio de justicia Del Condado De Clearfield
Calle Del este Del Mercado 230
Clearfield, PA 16830
Teléfono: (814) 765-2641 ext. 5982

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

BANKNORTH, N.A., as Successor by Merger :
to PEOPLES HERITAGE BANK, N.A., :

Plaintiff :

vs. : No. _____

BRYAN A. WISE, :

Defendant :

COMPLAINT

1. Plaintiff, Banknorth, N.A., as Successor by Merger to Peoples Heritage Bank, N.A., by assignment of Coastal Financial Inc., (the "Bank") is a Banking Corporation having an office at 70 Gray Road, Falmouth, Maine 04105.

2. Defendant, Bryan A. Wise is an adult individual with a last known address of 101 Knarr Street, P.O. Box 72, Troutville, Pennsylvania 15866.

3. On or about May 10, 2001, Defendant executed and delivered to the Bank a Note (the "Note") in the original principal sum of \$54,226.41. A true and correct copy of the Note is attached hereto as Exhibit "A."

4. The Note carries interest at the initial rate of 10.89% per annum and requires Defendant to make monthly payments of principal and interest in the initial amount of \$556.57, beginning June 15, 2001 and continuing thereafter on the fifteenth (15th) day of every month until all outstanding principal and all accrued interest are paid in full.

5. The Note requires Defendant to pay a late charge of five percent (5%) of the overdue payment of principal and interest when the Bank does not receive Defendants' monthly payment within fifteen (15) days of the date that the payment is due.

6. The Note is secured and accompanied by a Mortgage (the "Mortgage") dated May 10, 2001 and recorded in the Office of the Recorder of Deeds of and for Clearfield County,

Pennsylvania, on May 29, 2001, on Defendants' property being located at 101 Knarr Street, P.O. Box 72, Borough of Troutville, Clearfield County, Pennsylvania (the "Premises"). A true and correct copy of the Mortgage which contains the complete description of the Premises, is attached hereto as Exhibit "B."

7. Defendant is in default under the Note and the Mortgage for failure to make monthly payments which were due beginning February 15, 2004 and on the fifteenth (15th) day of each month thereafter.

8. Pursuant to the Note, in the event of Default, the Bank is entitled to be reimbursed for all costs and expenses, including reasonable attorneys' fees incurred in bringing any action to enforce the Note.

9. For purposes of this action, the Bank believes, and therefore avers, that \$3,000.00 constitutes reasonable attorneys' fees for enforcing the Note. However, the Bank recognizes that it is restricted by law to those attorneys' fees that are actually incurred. If those fees are less than \$3,000.00, the Bank agrees to adjust its demand for attorneys' fees, if applicable, at the time payment on any judgment is made.

10. As of November 8, 2004, the amount due on the Note and the Mortgage is as follows:

Principal Balance	\$53,535.16
Interest through 06/15/04	
at a rate of \$15.93 per diem	3,852.60
Attorneys' Fees.....	<u>3,000.00</u>
 Total	 \$60,387.76

plus continuing interest after November 8, 2004 at a rate of \$15.93 per diem, plus continuing late charges and costs.

13. The Bank has demanded payment of the amount owed from Defendant but Defendant has failed and/or have refused to pay the same.

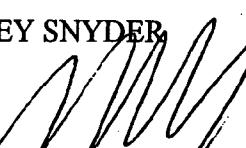
14. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., Defendant may dispute the validity of the debt or any portion thereof. If Defendant does so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant the name and address of the original creditor if different from the above.

15. This is an action in personam on a Note accompanying a Mortgage and is **not** an action in Mortgage Foreclosure.

WHEREFORE, Plaintiff Banknorth, N.A., as Successor by Merger to Peoples Heritage Bank, N.A., demands judgment against Defendant Bryan A. Wise in the amount of \$60,387.76 plus continuing interest after November 8, 2004 at a rate of \$15.93 per diem, plus continuing late charges and costs.

Date: 11/16/04

By: _____

BARLEY SNYDER

Shawn M. Long, Esquire
Attorneys for Plaintiff
Banknorth, N.A., as Successor by Merger to
Peoples Heritage Bank, N.A.
Court I.D. No. 83774

126 East King Street
Lancaster, PA 17602
(717) 299-5201

“Exhibit A”

COASTAL FINANCIAL INC., D: FIRST MANUFACTURED LOAN 100 NORTH BLACK HORSE PIKE WILLIAMSTOWN, NJ 08094		BRYAN WISE 101 KHARR STREET PO BOX 72 TROUTVILLE, PA 15866	Loan Number Date 05/10/2001 Maturity Date 05/15/2001 Loan Amount \$ 54,226.41 Renewal Of
LENDER'S NAME AND ADDRESS 'You' means the Lender, its successors and assigns.		BORROWER'S NAME AND ADDRESS 'T' includes each Borrower above, jointly and severally.	

TERMS FOLLOWING A APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: 54,226.41

plus interest from 05/10/2001 at the rate of 10.89 % per year until 05/15/2001

ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of 0 and it will be paid in cash. paid pro rata over the loan term.

withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

VARIABLE RATE - The rate above may change so as always to be 0 the following index rate:

7246813

The interest rate may not change more than 0

The annual interest rate in effect on this note will not at any time be more than 0 % or less than 0 %. The interest rate in effect on this note may change (as often as) 0 (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in: the amount of each scheduled payment. the amount due at maturity. the number of payments.

PAYMENT - I will pay this note as follows:

(a) interest due: 0
Principal due: 0

(b) This note has 240 payments. The first payment will be in the amount of \$ 556.57 and will be due 06/15/2001.
A payment of \$ 556.57 will be due on the 15 TH day of each MONTH.

thereafter. The final payment of the entire unpaid balance of principal and interest will be due 05/15/2021

INTEREST - Interest accrues on a DAILY basis.

MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ 0 if I pay this loan off before you have earned that much in finance charges.

LATE CHARGE - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 5 % of the unpaid amount or \$ 5.00, whichever is GREATER.

THE PURPOSE OF THIS LOAN IS - REPI TO BUY LAND

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan is is not further secured.

(a) This loan is secured by 0, dated 0.

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

1996 SKYLINE MANUFACTURED HOME VIN #: SK110723I
101 KHARR STREET PO BOX 72 TROUTVILLE, PA 15866

MAY 17 2001

This Property will be used for LIVING purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the amount financed. <input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.
10.898 %	\$ 79,372.39	\$ 54,204.41	\$ 133,576.80	<input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
240	\$ 556.57	15 TH OF EACH MONTH BEGINNING 06/15/2001		
	\$			\$ 00 Filing Fees
	\$			\$ 00 Noticing Insurance
	\$			
	\$			

This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year.
 Variable Rate My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.
(Check one) The annual percentage rate may increase during the term of this transaction if 0

Any increase will take the form of 0.
If the rate increases by 0 % in 0, the 0 will increase to 0. The rate may not increase more often than once 0, and may not increase more than 0 % each 0. The rate will not go above 0 %.

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

the goods or property being purchased.

collateral securing other loans with you may also secure this loan.

my deposit accounts and other rights to the payment of money from you.

Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 5 % of the unpaid amount, or \$ 5.00, whichever is GREATER.

Prepayment - If I pay off this note early, I may will not have to pay a minimum finance charge.

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

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

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

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance on page 2.

Type Premium Term

Credit Life

Credit Disability

Joint Credit Life

Name of Insurer

I do do not want credit life insurance.
I do do not want credit disability insurance.
I do do not want joint credit life insurance.
I do do not want 0 insurance.

X DOB

X DOB

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ 0 for 0 of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ 0 for 0 of coverage.

(Optional)
Signed 0 For Lender
Title 0

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ 0

AMOUNT PAID ON MY (LOAN) ACCOUNT \$ 0

AMOUNTS PAID TO OTHERS ON MY BEHALF:

to Insurance Companies \$ 0

to Public Officials \$ 0

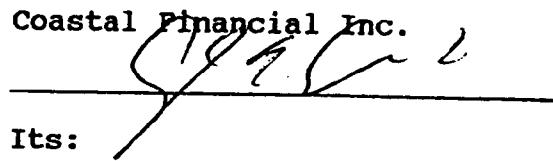
COHEN LAW OFFICES \$ 54,226.41

COHEN LAW OFFICES \$ 0

NOTICE OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers, assigns and conveys to Peoples Heritage Bank, 481 Congress Street, Portland, Maine 04101 the Note and Security Agreement of BRYAN WISE dated 05/10/2001 attached thereto together with the property described therein and all rights, privileges, and powers of the undersigned in or under said Note and Security Agreement.

Coastal Financial Inc.

Its: 

26 7246 813

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

4003

012570062004293-001

SK1307231

VEHICLE IDENTIFICATION NUMBER

1996

SKYLINE

MAKE OF VEHICLE

49282408202 WI

TITLE NUMBER

MH

0

SEAT CAP

PRIOR TITLE STATE

9/25/01

ODOM. PROCD. DATE

EXEMPT

4

ODOM. MILES

ODOM. STATUS

7/22/96

9/25/01

DATE FA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

GWVR

GWR

TITLE BRANDS

NEVER DISCLOSURE EXEMPT BY FEDERAL LAW

1. THIS
2. 1000 N MARKET STREET
3. BOX 72
4. LIVILLE PA 15866

Department of Transportation

1. FAVOR OF
PEOPLES HERITAGE BANK

SECOND LIEN FAVOR OF:

ODOMETER STATUS	
0	ACTUAL MILEAGE
1	MILEAGE EXCEEDS THE MECHANICAL LIMITS
2	NOT THE ACTUAL MILEAGE
3	NOT THE ACTUAL MILEAGE-Odometer TAMPERING VERIFIED
4	EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS	
A	ANTIQUE VEHICLE
C	CLASSIC VEHICLE
D	COLLECTIBLE VEHICLE
F	OUT OF COUNTRY
G	ORIGINALLY IMPOD FOR NON-USA DISTRIBUTION
H	AGRICULTURAL VEHICLE
L	LOGGING VEHICLE
P	IS WAS A POLICE VEHICLE
R	RECONSTRUCTED
S	STREET ROD
T	RECOVERED THEFT VEHICLE
V	VEHICLE CONTAINS REISSUED VIN
W	FLOOD VEHICLE
X	IS WAS A TAXI

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

1. RELEASED _____ DATE _____

SECOND LIEN RELEASED _____

DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

ADDRESS _____

077460

PEOPLES HERITAGE BANK

MA

POB 0X 13277

LEWISTON ME 04240

DO NOT ACCPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE EAGLE WATERMARK

I, the undersigned, state of Pennsylvania, the official records of the Pennsylvania Department of Transportation shall that the person(s) or company named herein is the lawful owner

D. APPLICATION FOR TITLE AND LIEN INFORMATION

1. SIGNATURE

MO. DAY YEAR

2. SIGNATURE OF PERSON ADMINISTERING OATH

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate)1ST LIEN DATE: → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

I, the undersigned, make application for Certificate of Title to the vehicle described in the above application and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

BUREAU OF MOTOR VEHICLES
BUREAU OF MOTOR VEHICLES
Secretary of Transportation

“Exhibit B”

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200107937
RECORDED ON
May 29, 2001
12:07:08 PM

26-7246-813

[Space Above This Line For Recording Data] 

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 10, 2001. The mortgagor is Bryan A. Wise.

("Borrower"). This Security Instrument is given to Peoples Heritage Bank, N.A., which is organized and existing under the laws of P.O. Box 1377, Lewiston, ME 04240, and whose address is P.O. Box 1377, Lewiston, ME 04240 ("Lender"). Borrower owes Lender the principal sum of Fifty Four Thousand, Two Hundred Twenty-Six and 41/100 Dollars (U.S. \$ 54,226.41....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield, County, Pennsylvania:

Being more particularly described according to the legal description attached hereto and made a part hereof.

which has the address of 101 Knarr Street, P.O. 72, Troutville, Pennsylvania 15866 ("Property Address");

[Street]

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

..... (Seal)
BRYAN A. WISE
Social Security Number 170-58-9448
..... (Seal)
—Borrower

..... (Seal)
—Borrower
Social Security Number.....

[Space Below This Line For Acknowledgment]

CERTIFICATE OF RESIDENCE

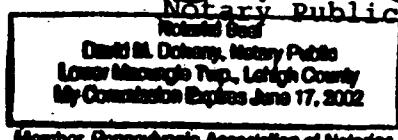
I, *Leighton Cohen*, hereby certify that the correct address of the within-named lender is Peoples Heritage Bank, N.A., P.O. Box 1377, Lewiston, ME 04240.

[Signature] Agent of Lender

COMMONWEALTH OF PENNSYLVANIA ss:
COUNTY OF

On this 10 day of May, 2001, before me, a Notary Public, in and for said County and State, personally appeared Bryan A. Wise, an individual who executed the foregoing instrument and acknowledged the examination and reading of the same and did sign the foregoing instrument, and acknowledged that the same is said individual's free act and deed.

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



Form 3039 9/90 (page 6 of 6 pages)

THIS DEED

MADE the 10th day of May in the year Two Thousand One (2001).

BETWEEN MONTY BRENT LaBORDE and SARAH A. LaBORDE his wife, of the Borough of Troutville, Clearfield County, Pennsylvania, Grantors;

AND

BRYAN A. WISE, of the Borough of Troutville, Clearfield County, Pennsylvania, Grantee.

WITNESSETH, That in consideration of the sum of THIRTEEN THOUSAND, ONE HUNDRED ----- \$13,100.00 DOLLARS in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

ALL those two certain lots or pieces of land situated in the Borough of Troutville, Clearfield County, Pennsylvania, bounded and described as follows:

FIRST: Being known as Lots No. 21 and 22 in the Adam Knarr's Addition to the Borough of Troutville, being bounded on the east by a 50-foot street; on the north by a 16-foot alley; on the west by a 16-foot alley; and on the south by a half-acre plot and which said half-acre plot is the second piece conveyed by this deed.

SECOND: Being bounded on the north by Lot No. 21 and Lot no. 22, herein conveyed as the first part of this deed; and on the east by a 50-foot street; on the south by a fifty-foot street; and on the west by a 16-foot alley and containing 1/2 acre, more or less.

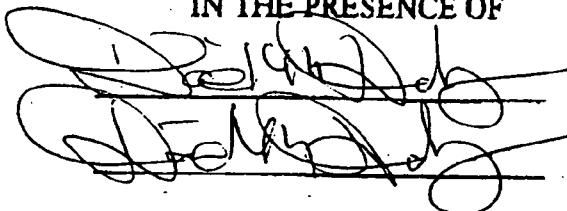
BEING THE SAME PREMISES which were conveyed by deed of Ernest H. Srock, dated February 24, 1975, and recorded in Clearfield County Deed Book Volume 734, page 101, granted and conveyed unto Monty Brent LaBorde and Sarah A. LaBorde, his wife, grantors herein.

AND the said grantors do hereby generally warrant the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)

IN THE PRESENCE OF)



) Monty Brent LaBorde (L.S.)
) MONTY BRENT LABORDE
) Sarah A. LaBorde (L.S.)
) SARAH A. LABORDE
_____(L.S.)

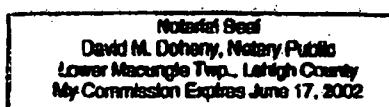
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF)

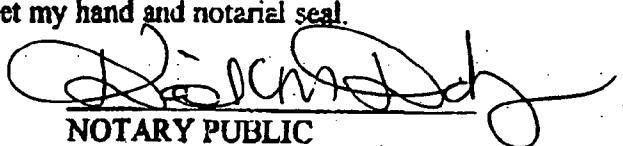
) SS:

On this, the 10 day of May 2001, before me the undersigned officer, personally appeared MONTY BRENT LABORDE and SARAH A. LABORDE, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



Member, Pennsylvania Association of Notaries



NOTARY PUBLIC

I HEREBY CERTIFY that the precise address of the grantee herein is

101 Knarr Street, P.O. Box 72
Troutville, PA 15866

VERIFICATION

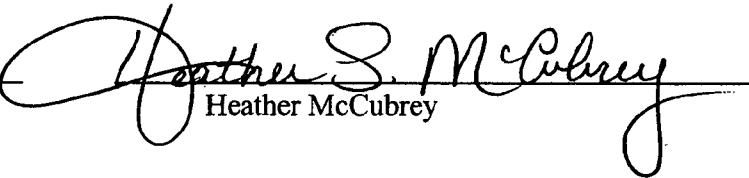
**Banknorth, N.A., as Successor by Merger to
Peoples Heritage Bank, N.A. vs.
Bryan A. Wise**

I, Heather McCubrey, being duly affirmed according to law, depose and say that I am Officer for Banknorth, N.A.; that I am authorized to make this Verification on its behalf and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

To the extent that any of the averments in the foregoing document are based upon the understanding or application of law, I have relied upon counsel in making this Verification.

This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Dated: November 9, 2004



Heather S. McCubrey
Heather McCubrey