

05-205-CD
Clearfield B & T vs. M. English et al

MARLENE K. ENGLISH, et al.

CIT. B&T v. Marlene Smead
2005-205-CD

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 2005-205-cb
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
MARLENE K. ENGLISH AND GLENN A. ENGLISH	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

FILED *RM*

FEB 14 2005
0111151
William A. Shaw
Prothonotary/Clerk of Courts
4 cases to Att

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No.
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT
vs.	:	
	:	
MARLENE K. ENGLISH AND GLENN A.	:	Filed on Behalf of: Plaintiff
ENGLISH	:	
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

COMPLAINT

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

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendants are MARLENE K. ENGLISH AND GLENN A. ENGLISH, with property address of 733 Nelson Road, Morrisdale, Pennsylvania 16858 and a mailing address of RR1, Box 328, Morrisdale, Pennsylvania 16858.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated *February 11, 2002*, in the principal amount of **\$77,000.00**, a copy of the said Mortgage is attached hereto and made a part hereof, marked as *Exhibit "A"* and is recorded at *Clearfield County Volume Instrument No. 200202443 on February 14, 2002*.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of **\$77,000.00** as set forth in Promissory Note dated *February 11, 2002*. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant defaulted under the terms of the said loan by failing to make the monthly payment due and subsequent monthly installments due since.

7. The Plaintiff has given the Defendant written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated *October 26, 2004*, a true and correct copy of the same is attached hereto and made a part hereof and marked as *Exhibit "D"*.

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

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

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

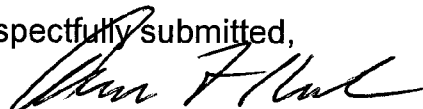
(a)	Principal Balance	\$ 50,030.38
(b)	Interest per diem of 11.81272 from 1/25/05 to 2/07/05	\$ 2,153.46
(c)	Late Charges	\$ 274.64
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 5,003.04</u>

FINAL TOTAL **\$57,490.02**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$57,490.02** plus interest at **8.50%**, plus costs of suit and sale and foreclosure of the mortgaged premises.

Date: **February 8, 2005**

Respectfully submitted,

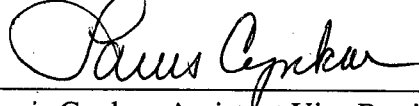


Alan F. Kirk, Esquire
Attorney for Plaintiff

VERIFICATION

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

CLEARFIELD BANK & TRUST COMPANY

By: 
Louis Cynkar, Assistant Vice President

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200202443
RECORDED ON
Feb 14, 2002
9:02:50 AM
Total Pages: 9

RECORDING FEES - \$23.00
PROPERTY IMPROVEMENT \$1.00
ORDER IMPROVEMENT FUND \$1.00
SITE WRIT TAX \$0.50
AL \$25.50
CUSTOMER
CLEARFIELD BANK AND TRUST

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is FEBRUARY 11, 2002 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: MARLENE K ENGLISH
GLENN A ENGLISH
RR 1 BOX 328
MORRISDALE PA 16858-9505

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

LENDER: CLEARFIELD BANK & TRUST COMPANY
1935 DAISY STREET
CLEARFIELD, PA 16830

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

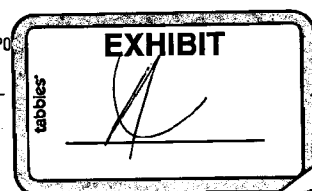
CLEARFIELD COUNTY DEED BOOK VOL #768 PAGE # 171

The property is located in CLEARFIELD COUNTY/GRAHAM TWP at _____
(County)

RR#1 BOX 328, MORRISDALE, Pennsylvania 16858
(Address) (City) (ZIP Code)

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 77,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*



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

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

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

"EXHIBIT A"

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

BEGINNING at an iron pin corner on the Southern right of way line of Township Road No. T-737 and line of Ivan F., Jr. and Beverly Kyler; thence along the Southern right of way line of Township Road No. T-737 South fifty-seven (57) degrees forty-eight (48) feet East a distance of 31.04 feet to an iron pin corner in the center of a 10 feet farm lane of Theodore Pelton; thence along lands of Theodore Pelton these following courses and distances; South fifty-eight (58) degrees twelve (12) feet West a distance of 70.95 feet to a spike corner; thence South thirty-six (36) degrees fifty-seven (57) feet West a distance of 67.38 feet to a spike corner; thence South twenty-three (23) degrees thirty (30) feet West a distance of 108.77 feet to an iron pin corner; thence still by lands of Theodore Pelton North sixty-six (66) degrees fifty-seven (57) feet West a distance of 163.48 feet to a hub corner; thence North eighty (80) degrees fifty-six (56) feet West a distance of 156.97 feet to a hub corner; thence South eighty-three (83) degrees fifty-eight (58) feet West a distance of 165.87 feet to a hub corner; thence South seventy (70) degrees forty-five (45) feet West a distance of 121.88 feet to a hub corner; thence South fifty-nine (59) degrees forty-four (44) feet West a distance of 235.44 feet to a hub corner; thence South sixty-seven (67) degrees twenty-one feet West a distance of 96.95 feet to a hub corner; thence North seventy (70) degrees twenty-five (25) feet West a distance of 61.88 feet to an iron pin corner on the line of Theodore Pelton and John Pase; thence along line of John Pase North thirty (30) degrees zero (0) feet East a distance of 502.87 feet to an iron pin corner on line of Ivan F., Jr. and Beverly Kyler; thence along line of Ivan F. Jr. and Beverly Kyler South eighty-one (81) degrees fourteen (14) feet East a distance of 812.54 feet to an iron pin corner the place of beginning. Containing 5.02 acres situate in Graham Twonship, Clearfield County, Pennsylvania.

BEING a portion of that parcel acquired by the grantors herein by deed of Alma S. Smeal dated 5 April 1945 and recorded in Deed Book Vol. 368, at page 353, Clearfield County Records.

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

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

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

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

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

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

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

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

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

(page 3 of 8)

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

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

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

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

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

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

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

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

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

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

Mortgagor represents, warrants and agrees that:

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

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

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

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

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

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

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

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

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

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

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

(page 6 of 8)

- 25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 26. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 27. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.
- 28. WAIVER OF JURY TRIAL.** To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.
- 29. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
 - ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- 30. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☐ **Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
 - ☐ **Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.

☐ Additional Terms.

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

Entity Name:

(Signature) Marlene K English (Date)

(Witness)

(Signature)

(Date)

(Witness)

Entity Name:

(Signature) Glenn A English (Date)

(Witness)

(Signature)

(Date)

(Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF, COUNTY OF } ss.

(Individual)

On this, the day of, before me, the undersigned officer, personally appeared

....., known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

My commission expires:

(Seal)

.....
Title of Officer

COMMONWEALTH OF PENNSYLVANIA....., COUNTY OF CLEARFIELD..... } ss.

(Business
or Entity
Acknowledgment)

On this, the 12TH..... day of FEBRUARY, 2002....., before me SHARON J. DAVIS.....,

the undersigned officer, personally appeared MARLENE K. ENGLISH & GLENN A. ENGLISH.....

....., who acknowledged himself/herself to be the

..... of

....., and that he/she as such

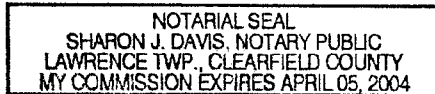
..... being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the

name of the by as

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

My commission expires: 4/5/04

(Seal)



.....
NOTARY PUBLIC

.....
Title of Officer

It is hereby certified that the address of the Lender within named is:

CLEARFIELD BANK AND TRUST COMPANY, 11 N SECOND ST, CLEARFIELD PA 16830

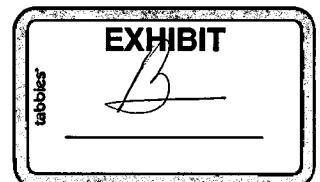
.....
LINDA S. STARR

VICE PRESIDENT

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

BEGINNING at an iron pin corner on the Southern right of way line of Township Road No. T-737 and line of Ivan F., Jr. and Beverly Kyler; thence along the Southern right of way line of Township Road No. T-737 South fifty-seven (57) degrees forty-eight (48) feet East a distance of 31.04 feet to an iron pin corner in the center of a 10 feet farm lane of Theodore Pelton; thence along lands of Theodore Pelton these following courses and distances; South fifty-eight (58) degrees twelve (12) feet West a distance of 70.95 feet to a spike corner; thence South thirty-six (36) degrees fifty-seven (57) feet West a distance of 67.38 feet to a spike corner; thence South twenty-three (23) degrees thirty (30) feet West a distance of 108.77 feet to an iron pin corner; thence still by lands of Theodore Pelton North sixty-six (66) degrees fifty-seven (57) feet West a distance of 163.48 feet to a hub corner; thence North eighty (80) degrees fifty-six (56) feet West a distance of 156.97 feet to a hub corner; thence South eighty-three (83) degrees fifty-eight (58) feet West a distance of 165.87 feet to a hub corner; thence South seventy (70) degrees forty-five (45) feet West a distance of 121.88 feet to a hub corner; thence South fifty-nine (59) degrees forty-four (44) feet West a distance of 235.44 feet to a hub corner; thence South sixty-seven (67) degrees twenty-one feet West a distance of 96.95 feet to a hub corner; thence North seventy (70) degrees twenty-five (25) feet West a distance of 61.88 feet to an iron pin corner on the line of Theodore Pelton and John Pase; thence along line of John Pase North thirty (30) degrees zero (0) feet East a distance of 502.87 feet to an iron pin corner on line of Ivan F., Jr. and Beverly Kyler; thence along line of Ivan F. Jr. and Beverly Kyler South eighty-one (81) degrees fourteen (14) feet East a distance of 812.54 feet to an iron pin corner the place of beginning. Containing 5.02 acres situate in Graham Twonship, Clearfield County, Pennsylvania.

BEING a portion of that parcel acquired by the grantors herein by deed of Alma S. Smeal dated 5 April 1945 and recorded in Deed Book Vol. 368, at page 353, Clearfield County Records.



MARLENE K ENGLISH GLENN A ENGLISH DBA M K ENGLISH TRUCKING RR 1 BOX 328 MORRISDALE PA 16858-9505 BORROWER'S NAME AND ADDRESS <i>"I" includes each borrower above, joint and severally.</i>	CLEARFIELD BANK & TRUST COMPANY 1935 DAISY STREET CLEARFIELD, PA 16830 LENDER'S NAME AND ADDRESS <i>"You" means the lender, its successors and assigns.</i>	Loan Number <u>829005</u> Date <u>02/11/02</u> Maturity Date <u>02/11/08</u> Loan Amount \$ <u>77,000.00</u> Renewal Of _____
--	---	---

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of Seventy seven thousand & no/100 Dollars \$ 77,000.00

☒ **Single Advance:** I will receive all of this principal sum on 02/11/02. No additional advances are contemplated under this note.
☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.
Conditions: The conditions for future advances are _____

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

INTEREST: I agree to pay interest on the outstanding principal balance from FEBRUARY 11, 2002 at the rate of 8.5000 % per year until FEBRUARY 11, 2008

☐ **Variable Rate:** This rate may then change as stated below.
☐ **Index Rate:** The future rate will be _____ the following index rate: _____

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

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

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

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).
☐ at a rate equal to _____

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

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

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: \$25 PROPERTY REPORT/\$25 CREDIT/\$75 DOC AND \$35 FILING FEES

PAYMENTS: I agree to pay this note as follows:

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

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

☒ **Installments:** I agree to pay this note in 72 payments. The first payment will be in the amount of \$ 1,373.16 and will be due MARCH 11, 2002. A payment of \$ 1,373.16 will be due Monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due FEBRUARY 11, 2008

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

ADDITIONAL TERMS:

PURPOSE: The purpose of this loan is BUSINESS

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):
SECURITY AGREEMENT DATED 02/11/02
MORTGAGE DATED 02/11/02
 (This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

Linda S. Starr
LINDA S. STARR
VICE PRESIDENT

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

Marlene K English
MARLENE K ENGLISH
Glenn A English
GLENN A ENGLISH

DBA M K ENGLISH TRUCKING

UNIVERSAL NO
 (page 1 of 1)



DEFINITIONS: As used on page 1, "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of Pennsylvania will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the earliest of the following:

- the date of the last scheduled payment indicated on page 1 of this note;
- the date you accelerate payment on the note; or
- after the entry of judgment on this note by confession or otherwise and applies to amounts owed under this note on any such judgment until paid in full.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

ADVANCE PROCEDURE AND MEANS: You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- any deposit account balance I have with you;
- any money owed to me on an item presented to you or in your possession for collection or exchange; and
- any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a

representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

- You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- You may refuse to make advances to me or allow purchases on credit by me.
- You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

- demand payment of amounts due (presentment);
- obtain official certification of nonpayment (protest); or
- give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION: I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report and to report to others your credit experience with me (such as a credit reporting agency)). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
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/ /	\$		\$	\$	%	\$	/ /
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/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /

HOMEOWNER'S NAME(S):

Marlene K. English

Glenn A. English

MAILING ADDRESS:

RR 1 Box 328

Morrisdale, PA 16858

LOAN ACCT. NO.:

829005

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

October 26, 2004

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

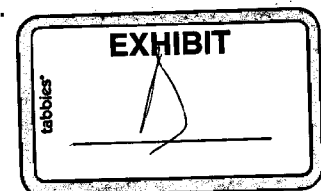
*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

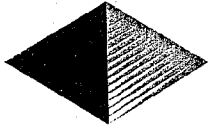
*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

*** IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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





CLEARFIELD BANK
&
TRUST COMPANY

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

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

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

This Notice explains how the program works.

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

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

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

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

COMMUNITY OFFICES

BRIDGE STREET OFFICE

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

GOLDENROD OFFICE

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

CURWENSVILLE OFFICE

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

DuBOIS OFFICE

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

PHILIPSBURG OFFICE

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

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

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

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

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

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

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at RR 1 Box 328, Morrisdale, PA

IS SERIOUSLY IN DEFAULT because:

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

August, September and October @ \$1,373.16 = \$4,119.48

Other Charges (explain/itemize): Late Charges of \$137.32

TOTAL AMOUNT PAST DUE: \$4,256.80

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

HOW TO CURE THE DEFAULT --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 4,256.80, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Clearfield Bank and Trust Company
11 N. 2nd. Street, P.O. Box 171
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

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

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1 (800) 737-2933
FAX (412) 338-9963

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Glenn A English
RR 1 Box 328
Morrisdale PA 16858

2. Article Number

(Transfer from service label)

7003 1680 0005 6731 6999

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Glenn A English

☐ Agent☒ Addressee

B. Received by (Printed Name)

Marlene English

C. Date of Delivery

10/27/04

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

733 Nelson Rd

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Marlene K English
RD 1 Box 328
Morrisdale PA 16858

2. Article Number

(Transfer from service label)

7003 1680 0005 6731 7002

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Marlene English

☐ Agent☒ Addressee

B. Received by (Printed Name)

Marlene English

C. Date of Delivery

10/27/04

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

733 Nelson Rd

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

MEL

Postage

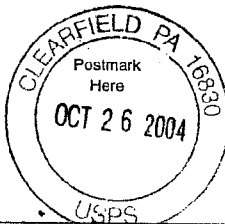
\$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 4.42



Sent To

Street, Apt. No.,
or PO Box No.

Glenn A English
RR 1 Box 328

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

MEL

Postage

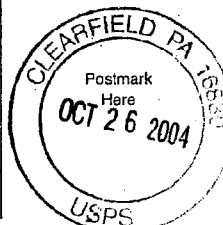
\$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 4.42



Sent To

Street, Apt. No.,
or PO Box No.

Marlene K English

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100229
NO: 05-205-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY
vs.
DEFENDANT: MARLENE K. ENGLISH and GLENN A. ENGLISH

SHERIFF RETURN

NOW, February 25, 2005 AT 1:48 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARLENE K. ENGLISH DEFENDANT AT RR#1 BOX 328, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARLENE K. ENGLISH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED ^{NO}
01/3:46 PM
MAR 18 2005 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100229
NO: 05-205-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY
vs.
DEFENDANT: MARLENE K. ENGLISH and GLENN A. ENGLISH

SHERIFF RETURN

NOW, February 25, 2005 AT 1:48 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GLENN A. ENGLISH DEFENDANT AT RR#1 BOX 328, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARLENE ENGLISH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100229
NO: 05-205-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY
vs.
DEFENDANT: MARLENE K. ENGLISH and GLENN A. ENGLISH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CB&T	50669	20.00
SHERIFF HAWKINS	CB&T	50669	34.90

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

MARLENE K. ENGLISH and
GLENN A. ENGLISH,

Defendants

No. 2005-205-CD

Type of Case: **Civil Action**

Type of Pleading: **Answer and New Matter**

Filed on Behalf of: **Defendants**

Counsel of Record for this Party:

John Sughrue, Esq.
Supreme Court No. 01037
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1704
Fax: (814) 765-6959

Other Counsel of Record:

Alan F. Kirk, Esq.
Supreme Court No. 36893
1375 Martin St., Ste. 204
State College, PA 16803
Phone: (814) 234-2048

FILED

0 3:42 GK
APR 07 2005

William A. Shaw ^{4 CC Atty}
Prothonotary

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

MARLENE K. ENGLISH and
GLENN A. ENGLISH,

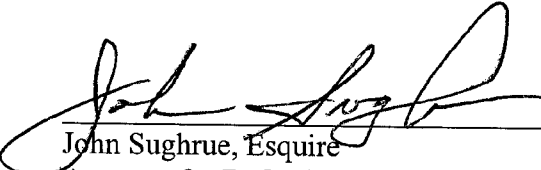
Defendants

No. 2005-205-CD

NOTICE

TO: CLEARFIELD BANK & TRUST COMPANY:

YOU ARE HEREBY NOTIFIED to file a written response to the enclosed ANSWER AND NEW MATTER within twenty (20) days from service hereof or a judgment may be entered against you.


John Sughrue, Esquire
Attorney for Defendants

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

MARLENE K. ENGLISH and
GLENN A. ENGLISH,

Defendants

:
:
:
:
:
:
:
:
:
:

No. 2005-205-CD

ANSWER AND NEW MATTER

AND NOW, comes Marlene K. English and Glenn A. English, Defendants above named, by their attorney John Sughrue, and responds to the Complaint filed in the above-captioned matter as follows:

ANSWER

1-6. The facts set forth in paragraphs 1 through 6 are believed to be correct and truthful statements and are for that reason admitted. **Except,**

7. Defendant, Marlene K. English, received the certified mail notice as indicated by Exhibit D. Exhibit D does not indicate that Defendant, Glenn A. English, received said notice.

8. Admitted.

9. Admitted.

10. Admitted in part and denied in part. On the contrary, said interest is due on the principal balance only and the attorney collection fee is an unreasonable fee for the reasons set for under new matter, all of which are incorporated herein by reference.

NEW MATTER

11. The property, which is the subject of this foreclosure action, is the personal residential property of the Defendants.

12. The proposed attorney collection fee is unreasonable for the following reasons:

A. In view of the admissions set forth above and the lack of a contest on the issue of Defendant's delinquency;

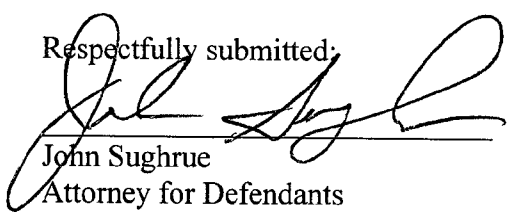
B. It does not reasonably relate to actual worked performed;

C. The actual worked performed is routine in nature;

D. It does not reasonably relate to the attorney time involved, the responsibility assumed or result obtained and is in excess of the customary and ordinary fee charged for like services by other attorneys in the community of similar experience, skill and expertise.

WHEREFORE, Defendants move the Honorable Court to deny Plaintiff's request to enter judgment in its favor and against the Defendant in the amount of \$57,490.02, plus interest 8.50%, plus cost of suit in sale and foreclosure of the mortgaged premises.

Respectfully submitted;

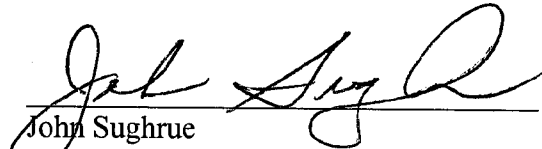


John Sughrue
Attorney for Defendants

VERIFICATION

I, Attorney for Defendants, state that I am acquainted with the facts set forth in the foregoing ANSWER AND NEW MATTER and that the same are true and correct to the best of my knowledge, information, and belief. I further state that this verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities; and that in furtherance of judicial expedience, because the client is unavailable to execute a Verification in time to file this pleading, I am making this verification in order to expedite the pleading. A Verification executed by the Defendants will be filed if requested.

Date: April 7, 2005



John Sughrue
Attorney for Defendant

CERTIFICATE OF SERVICE

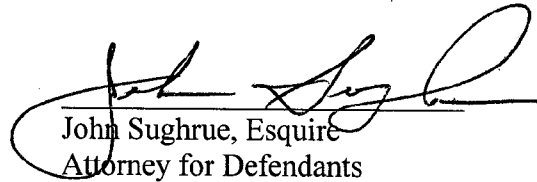
AND NOW, I do hereby certify that on April 7, 2005, I caused a true and correct copy of Defendant's ANSWER & NEW MATTER, to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

Alan F. Kirk, Esq.
1375 Martin St., Ste. 204
State College, PA 16803

Court Administrator
Clearfield County Courthouse
1 N. 2nd St.
Clearfield, PA 16830

Date: April 7, 2005


John Sughrue, Esquire
Attorney for Defendants

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

No. 2005-205-CD

MARLENE K. ENGLISH and
GLENN A. ENGLISH,

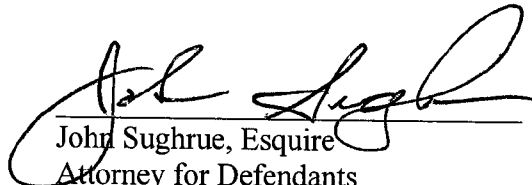
Defendants

PRAECIPE FOR APPEARANCE

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly enter my appearance on behalf of MARLENE K. ENGLISH and GLENN A. ENGLISH, Defendants in the above-captioned matter. Direct all pleadings and matters concerning the foregoing to the undersigned.

Date: April 7, 2005


John Sughrue, Esquire
Attorney for Defendants
Attorney I. D. #01037
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1704
Fax: (814) 765-6959

FILED

APR 07 2005
3:43 GK 3CC Atty
William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

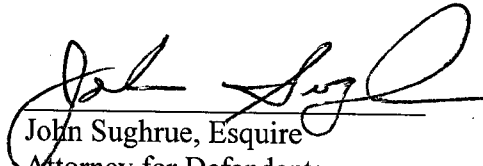
AND NOW, I do hereby certify that on April 7, 2005, I caused a true and correct copy of Defendant's PRAECIPE FOR APPEARANCE, to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

Alan F. Kirk, Esq.
1375 Martin St., Ste. 204
State College, PA 16803

Court Administrator
Clearfield County Courthouse
1 N. 2nd St.
Clearfield, PA 16830

Date: April 7, 2005


John Sughrue, Esquire
Attorney for Defendants

APR 10 2005
CLEARFIELD, PA

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

FILED ⁶²NO
m/12:40/61
APR 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 2005-205-CD
	:	
Plaintiff	:	
	:	
vs.	:	Type of Pleading: PLAINTIFF'S RESPONSE TO NEW MATTER
	:	
MARLENE K. ENGLISH AND GLENN A. ENGLISH	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

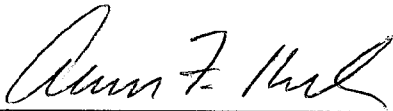
PLAINTIFF'S RESPONSE TO NEW MATTER

NOW COMES, the Plaintiff, CLEARFIELD BANK AND TRUST COMPANY, by and through its attorney, Alan F. Kirk, in response to the New Matter whereas the following is a statement:

11. Admitted.

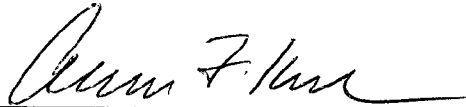
12. The averments contained in Paragraph 12 are legal conclusions to which no response is necessary. The Plaintiff avers that Defendants' delinquency and continued delinquency after notification required Plaintiff to commence civil process; and but for the conduct of the Defendant, the action of the Plaintiff would not have been necessary. The Defendants executed Plaintiff's Note which permits, among other things, attorney's fees up to fifteen (15%) percent of the judgment amount. Plaintiff in this matter is not seeking the full amount of attorney's fees allowed under the terms of the Note and therefore such fees are reasonable; especially given the Defendants' admissions.

WHEREFORE, the Plaintiff, CLEARFIELD BANK AND TRUST COMPANY,
respectfully requests this Honorable Court to dismiss the New Matter of the Defendants and enter
judgment in favor of the Plaintiff, together with interest, attorney's fees, cost of suit and any other
relief deemed appropriate.

By: 
Alan F. Kirk, Esquire
Attorney for the Plaintiff
ID#36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

VERIFICATION

I, Alan F. Kirk, Attorney for the Plaintiff, verify that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information and belief. I further understand that false statements herein are made subject to the penalties of 18 Pa C.S.A. §4904 relating to unsworn falsification to authorities.

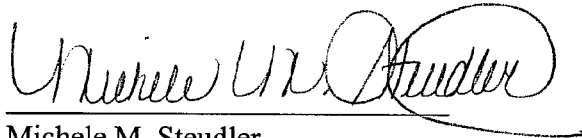
A handwritten signature in cursive script, appearing to read "Alan F. Kirk", written in dark ink.

Alan F. Kirk, Esquire
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing pleading was served by U.S. Mail, First Class and via Facsimile, this 27th day of April 2005 upon the following:

**John Sughrue, Esquire
23 North Second Street
Clearfield, PA 16830**

A handwritten signature in cursive script, appearing to read "Michele M. Steudler", written over a horizontal line.

Michele M. Steudler
Legal Assistant to Alan F. Kirk
1375 Martin Street, Suite 204
State College, PA 16803
Phone: (814) 234.2048
Fax: (814) 234.4166

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

MARLENE K. ENGLISH AND GLENN A.
ENGLISH

Defendants

No. 2005-205-CD

Type of Pleading: PRAECIPE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893

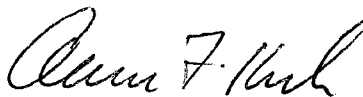
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

PRAECIPE

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please mark the above-captioned case settled and discontinued.

Date: September 19, 2005



Alan F. Kirk, Esquire

FILED

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SEP 23 2005

(LM)

acc Atty Kirk.

ICert to disc to
Atty Kirk &
copy to C/A

William A. Shaw
Prothonotary

ALAN F. KIRK
Attorney-At-Law
1375 Martin Street, Suite 204
State College, PA 16803

(814) 234-2048
Fax (814) 234-4166
akirk@alanfkirk.com
msteudler@alanfkirk.com

September 19, 2005

Clearfield County Courthouse
Office of Prothonotary
230 E. Market Street
Clearfield, PA 16830

**Re: Clearfield Bank & Trust Company v. Marlene K. English and
Glenn A. English
No. 2005-205-CD**

Dear Prthonotary:

Enclosed please find the Praeipce in the above-captioned matter for filing, two copies to be time-stamped and returned to me in the enclosed self-addressed, stamped envelope and a check in the amount of \$5.00 for the filing fee.

If you have any questions, please contact me.

Sincerely,


Alan F. Kirk

AFK/mms
Enclosures
xc: Lori Kurtz, Clearfield Bank and Trust Company
A Professional Corporation

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

CIVIL DIVISION

COPY

Clearfield Bank and Trust Co.

Vs.

No. 2005-00205-CD

Marlene K. English

Glenn A. English

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 23, 2005, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by Clearfield Bank & Trust Co.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of September A.D. 2005.

William A. Shaw, Prothonotary