

05-852-CD  
Marshall vs. Profession Timber etal

Margaret Marshall v. Profess. Timb. Har  
2005-852-CD

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

MARGARET B. MARSHALL,  
Plaintiff

vs.

No. 05-852 -CD

PROFESSIONAL TIMBER HARVESTING CO., LLC,  
BURNSIDE REPAIR SERVICE, and  
JOHN D. BOUCH and KARLA F. BOUCH,  
Husband and Wife,  
Defendants

CASE NUMBER: No. 05- -CD

TYPE OF CASE: Civil

TYPE OF PLEADING: COMPLAINT IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
207 E. Market Street  
Clearfield, PA 16830  
(814) 765-1581

FILED (E)

JUN 16 2005

0/11:15  
William A. Shaw

Prothonotary/Clerk of Courts

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

MARGARET B. MARSHALL,  
Plaintiff,

v.

No. 05- -CD

PROFESSIONAL TIMBER HARVESTING CO., LLC,  
BURNSIDE REPAIR SERVICE, and  
JOHN D. BOUCH and KARLA F. BOUCH,  
Husband and Wife,  
Defendants.

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes MARGARET B. MARSHALL, by and through her attorney, R. Denning Gearhart, and sets forth the following:

1. That Plaintiff, Margaret B. Marshall, (hereinafter "Plaintiff") is an adult individual residing at R.R.2, Box 197, Mahaffey, Clearfield County, Pennsylvania, 15757, and brings this action to foreclose on the Mortgage dated March 22, 2001, between Defendants, Professional Timber Harvesting Co., LLC, Burnside Repair Service, and John D. Bouch and Karla F. Bouch, husband and wife, as Mortgagors, and Plaintiff as Mortgagee, which was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument No. 200104009, on March 22, 2001.

2. That Defendants, John D. Bouch and Karla F. Bouch, (hereinafter "Defendant") are husband and wife, and are residing at R.R. 1, Box 181, Mahaffey, Clearfield County, Pennsylvania 15757.

3. That Defendant, Professional Timber Harvesting Co., LLC, is a business corporation, with its principle address at R. R. 1, Box 181, Mahaffey, Clearfield County, Pennsylvania 15757.

4. That Defendant, Burnside Repair Service, is a subsidiary of Professional Timber Harvesting Co., LLC, with its business address at R.R. 1, Box 181, Mahaffey, Clearfield County, Pennsylvania 15757.

5. That the Mortgage secures Defendants' certain Note dated March 22, 2001, in the amount of \$34,329.04, payable to Plaintiff in monthly installments with simple interest at the rate of 6% per annum. A copy of the said Note is attached hereto as Exhibit "A".

6. That the land subject to the Mortgage is a parcel of land situate in the Borough of Burnside, Clearfield County, Pennsylvania, more particularly described as follows:

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

BEGINNING at a post on line of Western right-of-way line of U.S. Route 219; then North eleven (11) degrees West Three Hundred eleven and ninety-two one hundredths (311.92) feet to a steel pin in line of land now or formerly of Marguerite Munkel; then by line now or formerly of Marguerite Munkel North seventy-seven (77) degrees East One hundred thirty and sixty one-hundredths (130.60) feet to a point on the Eastern bank of the Susquehanna River; then by Susquehanna River its various courses and distances, South Twenty-nine (29) degrees East one hundred seventy-six and forty one-hundredths (176.40) feet to a post; then still by Susquehanna River South five (5) degrees East one hundred forty and twenty-five one-hundredths (140.25) feet to a post in line of land now or formerly of V.C. Darr; then by Darr line North Seventy-nine (79) degrees East Ninety and seventy-five one-hundredths (90.75) feet to a post and place of beginning. Containing Sixty-seven one hundredths (0.67) acres, more or less, a plot of which is attached to the deed recorded in Deed Book 683, page 131. Having thereon erected a one-story restaurant building. This conveyance transfers to the purchasers the contents of the restaurant and all equipment thereto.

7. That the Defendants are the real owners of the land subject to the Mortgage. Defendants' respective addresses are stated above.

8. That the Mortgage is in default because of Defendants' failure to make the payment due, and the following amounts are due on the Mortgage:

Principle Balance

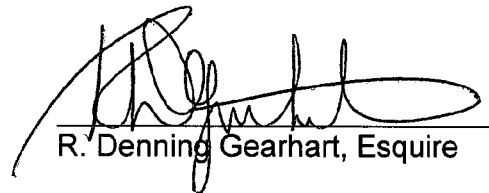
\$ 35,000.00

9. That because this is not a Mortgage on a residence, Plaintiff is not required to serve Defendants with a Notice of Intention to Foreclose Mortgage under 41 P.S. § 403 as required for residential mortgages.

10. That Defendants have not cured the default.

WHEREFORE, Plaintiff prays your Honorable Court to enter judgment of mortgage foreclosure against the mortgaged property for the amount set forth above, together with interest thereon, and all other amounts advanced by Plaintiff.

Respectfully submitted,



R. Denning Gearhart, Esquire

Date: **June 15**, 2005

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF *Clearfield* :

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared MARGARET B. MARSHALL, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief.

*Margaret B. Marshall*  
MARGARET B. MARSHALL

Sworn to and subscribed

before me, this 12

day of June, 2005.

*Mary A. Bell*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Mary A. Bell, Notary Public

Mahaffey Boro, Clearfield County

My Commission Expires Mar. 18, 2008

Member, Pennsylvania Association Of Notaries

\$34,329.04

Clearfield, Pennsylvania  
March 22, 2001

**NOTE**

FOR VALUE RECEIVED, PROFESSIONAL TIMBER HARVESTING, LLC, BURNSIDE REPAIR SERVICE, a division of Professional Timber Harvesting, LLC, having an office at R.R. #1, Box 181, Mahaffey, Clearfield County, Pennsylvania, 15757 and JOHN D. BOUCH and KARLA F. BOUCH, husband and wife (jointly and severally referred to hereafter "Maker"), promises to pay to the order of MARGARET B. MARSHALL of R.R. #2, Box 197, Mahaffey, Clearfield County, Pennsylvania 15757, ("Payee") at the foregoing address of Payee, or at such other place as Payee may designate from time to time in writing, the principal sum of Thirty-four Thousand Three Hundred Twenty-nine and 04/100 (\$34,329.04) Dollars with interest thereon from the date hereof at the rate hereinafter provided.

1. Interest/term. The principal sum outstanding from time to time hereunder shall be payable with six (6%) percent simple interest per annum during a term of twelve (12) years.

2. Payment amounts and due dates. Principal and interest due hereunder shall be paid in one hundred forty-four (144) equal monthly installments of \$335.00 on the 22<sup>nd</sup> day of each month commencing April 22, 2001 and continuing on the 22<sup>nd</sup> day of each calendar month thereafter through and including the 22<sup>nd</sup> day of the one hundred forty-fourth (144<sup>th</sup>) month. On that date the unpaid principal sum then outstanding shall become due and payable.

3. Prepayments. Maker may prepay at any time all or any portion of the unpaid principal sum hereunder without penalty or premium, however, any such prepayment shall not alter the amount of the monthly payments, unless paid in full.

4. Security. This Note, and the due performance by Maker of all of his obligations hereunder, is secured by a mortgage to be recorded concurrently herewith constituting a first lien against premises described therein. In accordance with Paragraph 4 of the Agreement of Sale dated February 21, 2001 between Payee as Seller and Burnside Repair Service as Buyer.

5. Events of default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Maker shall fail to make any payment of principal and/or interest due to Payee under this Note when the same shall become due and payable, whether at maturity or by acceleration or otherwise; and/or

(b) Maker shall fail to observe and perform any of the covenants or agreements on his part to be observed or performed under this Note.

6. Notice of Default. If the maker is in default, the Payee may send a written notice informing maker that if Maker does not pay the over due amount by a certain date, the Payee may require Maker to immediately pay the full amount of principal not paid and all interest accrued thereon. That date must be at least twenty (20) days after delivery of the notice to Maker.

7. Late charges for overdue payments. If the Payee has not received the full amount of any monthly payment within fifteen (15) days from the date it is due, Maker shall pay a late charge to Payee in the amount of five (5%) percent of the overdue payment of principal and interest.



8. Remedies. Upon the occurrence of any Event of Default, then the entire unpaid principal sum hereunder plus all interest accrued thereon plus all other sums due and payable to Payee under this Note shall, at the option of Payee, become due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, all of which are hereby expressly waived by Maker.

In addition to the foregoing, upon the occurrence of any Event of Default, Payee may forthwith exercise singularly, concurrently, successively or otherwise any and all rights and remedies available to Payee under this Note or available to Payee by law, equity, statute or otherwise.

9. Confession of Judgment. Upon any Event of Default, Maker hereby irrevocably authorizes and empowers any attorney of record, or the Prothonotary or Clerk of any court in the Commonwealth of Pennsylvania or elsewhere, to appear for Maker at any time or times, in any such court in any action or actions brought against Maker by Payee with respect to any and all amounts payable under this Note, with or without averment of default filed, and therein to immediately confess or enter a judgment or judgments or a series of judgments against maker in favor of Payee for all sums payable by Maker to Payee under this Note, as evidenced by an affidavit signed by Payee or a duly authorized representative or designee of Payee setting forth such amount then due from Maker to Payee, with costs of suit and expenses, including reasonable attorney's fees, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note. Maker hereby forever waives and releases all errors in said proceedings, waives all rights of appeal, stay of execution, the right of inquisition and extension of time for payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law. If a copy of this

Note, verified by an affidavit, shall have been filed in such action, it shall not be necessary to file the original as a warrant of attorney. No single exercise of the foregoing warrant and power to bring any action or confess judgment therein shall be deemed to exhaust the power, but the power shall continue undiminished and may be exercised from time to time upon any Event of Default until all amounts payable to Payee under this Note shall have been paid in full.

10. Award of Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Note, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other proper relief.

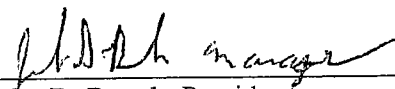
11. Severability. In the event that for any reason one or more of the provisions of this Note or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Successors and assigns. This Note inures to the benefit of Payee and binds Maker, and their respective successors and assigns, and the words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include such respective successors and assigns. However, Payer shall not assign in part or whole any right or obligation under this Note without the express written consent of Maker. The obligations hereunder shall survive Maker's death and shall be binding upon his estate and Payee's rights hereunder shall survive her death and shall be payable to her estate.

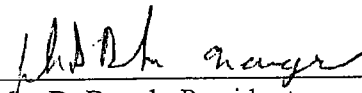
13. Governing law. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

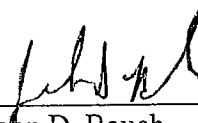
IN WITNESS WHEREOF, Maker has executed this Promissory Note the day and year  
first above written.

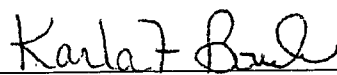
Professional Timber Harvesting, LLC  
By:

  
\_\_\_\_\_  
John D. Bouch, President

Burnside Repair Service, a division of  
Professional Timber Harvesting, LLC  
By:

  
\_\_\_\_\_  
John D. Bouch, President

  
\_\_\_\_\_  
John D. Bouch

  
\_\_\_\_\_  
Karla F. Bouch

Commonwealth Of Pennsylvania

County Of Clearfield

SS:

On this the 22<sup>nd</sup> day of March, 2001 before me the undersigned authority personally appeared, JOHN D. BOUCH, who acknowledged himself to be the President of Professional Timber Harvesting, LLC. and the President of Burnside Repair Service, a division of Professional Timber Harvesting, LLC, and that as such, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his name thereon as such officer and subscribed before me the day and year aforesaid.

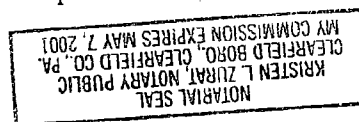
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public  
My Commission Expires

Commonwealth Of Pennsylvania

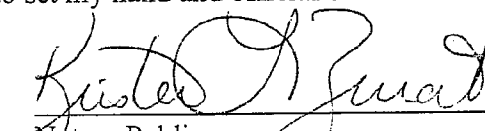
County Of Clearfield

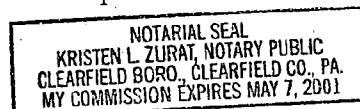
SS:



On this, the 22<sup>nd</sup> day of March, 2001, before me, the undersigned authority personally appeared JOHN D. BOUCH and KARLA F. BOUCH, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained

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

  
Notary Public  
My Commission Expires



**Loan Amortization Schedule**  
Loan Amortized at 6%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
Opening Balance					34,329.04
<b>Year Ending 12/31/01</b>					
4/22/01	1	335.00	163.35	171.65	34,165.69
5/22/01	2	335.00	164.17	170.83	34,001.52
6/22/01	3	335.00	164.99	170.01	33,836.53
7/22/01	4	335.00	165.82	169.18	33,670.71
8/22/01	5	335.00	166.65	168.35	33,504.06
9/22/01	6	335.00	167.48	167.52	33,336.58
10/22/01	7	335.00	168.32	166.68	33,168.26
11/22/01	8	335.00	169.16	165.84	32,999.10
12/22/01	9	335.00	170.00	165.00	32,829.10
Total Year Ending 12/31/01		3,015.00	1,499.94	1,515.06	32,829.10
<b>Year Ending 12/31/02</b>					
1/22/02	10	335.00	170.85	164.15	32,658.25
2/22/02	11	335.00	171.71	163.29	32,486.54
3/22/02	12	335.00	172.57	162.43	32,313.97
4/22/02	13	335.00	173.43	161.57	32,140.54
5/22/02	14	335.00	174.30	160.70	31,966.24
6/22/02	15	335.00	175.17	159.83	31,791.07
7/22/02	16	335.00	176.04	158.96	31,615.03
8/22/02	17	335.00	176.92	158.08	31,438.11
9/22/02	18	335.00	177.81	157.19	31,260.30
10/22/02	19	335.00	178.70	156.30	31,081.60
11/22/02	20	335.00	179.59	155.41	30,902.01
12/22/02	21	335.00	180.49	154.51	30,721.52
Total Year Ending 12/31/02		4,020.00	2,107.58	1,912.42	30,721.52
<b>Year Ending 12/31/03</b>					
1/22/03	22	335.00	181.39	153.61	30,540.13
2/22/03	23	335.00	182.30	152.70	30,357.83
3/22/03	24	335.00	183.21	151.79	30,174.62
4/22/03	25	335.00	184.13	150.87	29,990.49
5/22/03	26	335.00	185.05	149.95	29,805.44
6/22/03	27	335.00	185.97	149.03	29,619.47
7/22/03	28	335.00	186.90	148.10	29,432.57
8/22/03	29	335.00	187.84	147.16	29,244.73
9/22/03	30	335.00	188.78	146.22	29,055.95
10/22/03	31	335.00	189.72	145.28	28,866.23
11/22/03	32	335.00	190.67	144.33	28,675.56
12/22/03	33	335.00	191.62	143.38	28,483.94
Total Year Ending 12/31/03		4,020.00	2,237.58	1,782.42	28,483.94
<b>Year Ending 12/31/04</b>					
1/22/04	34	335.00	192.58	142.42	28,291.36
2/22/04	35	335.00	193.54	141.46	28,097.82
3/22/04	36	335.00	194.51	140.49	27,903.31
4/22/04	37	335.00	195.48	139.52	27,707.83
5/22/04	38	335.00	196.46	138.54	27,511.37
6/22/04	39	335.00	197.44	137.56	27,313.93
7/22/04	40	335.00	198.43	136.57	27,115.50
8/22/04	41	335.00	199.42	135.58	26,916.08
9/22/04	42	335.00	200.42	134.58	26,715.66
10/22/04	43	335.00	201.42	133.58	26,514.24
11/22/04	44	335.00	202.43	132.57	26,311.81
12/22/04	45	335.00	203.44	131.56	26,108.37
Total Year Ending 12/31/04		4,020.00	2,375.57	1,644.43	26,108.37
<b>Year Ending 12/31/05</b>					
1/22/05	46	335.00	204.46	130.54	25,903.91
2/22/05	47	335.00	205.48	129.52	25,698.43

Loan Amortization Schedule  
Loan Amortized at 6%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
3/22/05	48	335.00	206.51	128.49	25,491.92
4/22/05	49	335.00	207.54	127.46	25,284.38
5/22/05	50	335.00	208.58	126.42	25,075.80
6/22/05	51	335.00	209.62	125.38	24,866.18
7/22/05	52	335.00	210.67	124.33	24,655.51
8/22/05	53	335.00	211.72	123.28	24,443.79
9/22/05	54	335.00	212.78	122.22	24,231.01
10/22/05	55	335.00	213.84	121.16	24,017.17
11/22/05	56	335.00	214.91	120.09	23,802.26
12/22/05	57	335.00	215.99	119.01	23,586.27
Total Year Ending 12/31/05		4,020.00	2,522.10	1,497.90	23,586.27
Year Ending 12/31/06					
1/22/06	58	335.00	217.07	117.93	23,369.20
2/22/06	59	335.00	218.15	116.85	23,151.05
3/22/06	60	335.00	219.24	115.76	22,931.81
4/22/06	61	335.00	220.34	114.66	22,711.47
5/22/06	62	335.00	221.44	113.56	22,490.03
6/22/06	63	335.00	222.55	112.45	22,267.48
7/22/06	64	335.00	223.66	111.34	22,043.82
8/22/06	65	335.00	224.78	110.22	21,819.04
9/22/06	66	335.00	225.90	109.10	21,593.14
10/22/06	67	335.00	227.03	107.97	21,366.11
11/22/06	68	335.00	228.17	106.83	21,137.94
12/22/06	69	335.00	229.31	105.69	20,908.63
Total Year Ending 12/31/06		4,020.00	2,677.64	1,342.36	20,908.63
Year Ending 12/31/07					
1/22/07	70	335.00	230.46	104.54	20,678.17
2/22/07	71	335.00	231.61	103.39	20,446.56
3/22/07	72	335.00	232.77	102.23	20,213.79
4/22/07	73	335.00	233.93	101.07	19,979.86
5/22/07	74	335.00	235.10	99.90	19,744.76
6/22/07	75	335.00	236.28	98.72	19,508.48
7/22/07	76	335.00	237.46	97.54	19,271.02
8/22/07	77	335.00	238.64	96.36	19,032.38
9/22/07	78	335.00	239.84	95.16	18,792.54
10/22/07	79	335.00	241.04	93.96	18,551.50
11/22/07	80	335.00	242.24	92.76	18,309.26
12/22/07	81	335.00	243.45	91.55	18,065.81
Total Year Ending 12/31/07		4,020.00	2,842.82	1,177.18	18,065.81
Year Ending 12/31/08					
1/22/08	82	335.00	244.67	90.33	17,821.14
2/22/08	83	335.00	245.89	89.11	17,575.25
3/22/08	84	335.00	247.12	87.88	17,328.13
4/22/08	85	335.00	248.36	86.64	17,079.77
5/22/08	86	335.00	249.60	85.40	16,830.17
6/22/08	87	335.00	250.85	84.15	16,579.32
7/22/08	88	335.00	252.10	82.90	16,327.22
8/22/08	89	335.00	253.36	81.64	16,073.86
9/22/08	90	335.00	254.63	80.37	15,819.23
10/22/08	91	335.00	255.90	79.10	15,563.33
11/22/08	92	335.00	257.18	77.82	15,306.15
12/22/08	93	335.00	258.47	76.53	15,047.68
Total Year Ending 12/31/08		4,020.00	3,018.13	1,001.87	15,047.68
Year Ending 12/31/09					
1/22/09	94	335.00	259.76	75.24	14,787.92
2/22/09	95	335.00	261.06	73.94	14,526.86
3/22/09	96	335.00	262.37	72.63	14,264.49
4/22/09	97	335.00	263.68	71.32	14,000.81

**Loan Amortization Schedule**  
Loan Amortized at 6%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
5/22/09	98	335.00	265.00	70.00	13,735.81
6/22/09	99	335.00	266.32	68.68	13,469.49
7/22/09	100	335.00	267.65	67.35	13,201.84
8/22/09	101	335.00	268.99	66.01	12,932.85
9/22/09	102	335.00	270.34	64.66	12,662.51
10/22/09	103	335.00	271.69	63.31	12,390.82
11/22/09	104	335.00	273.05	61.95	12,117.77
12/22/09	105	335.00	274.41	60.59	11,843.36
Total Year Ending 12/31/09		4,020.00	3,204.32	815.68	11,843.36
Year Ending 12/31/10					
1/22/10	106	335.00	275.78	59.22	11,567.58
2/22/10	107	335.00	277.16	57.84	11,290.42
3/22/10	108	335.00	278.55	56.45	11,011.87
4/22/10	109	335.00	279.94	55.06	10,731.93
5/22/10	110	335.00	281.34	53.66	10,450.59
6/22/10	111	335.00	282.75	52.25	10,167.84
7/22/10	112	335.00	284.16	50.84	9,883.68
8/22/10	113	335.00	285.58	49.42	9,598.10
9/22/10	114	335.00	287.01	47.99	9,311.09
10/22/10	115	335.00	288.44	46.56	9,022.65
11/22/10	116	335.00	289.89	45.11	8,732.76
12/22/10	117	335.00	291.34	43.66	8,441.42
Total Year Ending 12/31/10		4,020.00	3,401.94	618.06	8,441.42
Year Ending 12/31/11					
1/22/11	118	335.00	292.79	42.21	8,148.63
2/22/11	119	335.00	294.26	40.74	7,854.37
3/22/11	120	335.00	295.73	39.27	7,558.64
4/22/11	121	335.00	297.21	37.79	7,261.43
5/22/11	122	335.00	298.69	36.31	6,962.74
6/22/11	123	335.00	300.19	34.81	6,662.55
7/22/11	124	335.00	301.69	33.31	6,360.86
8/22/11	125	335.00	303.20	31.80	6,057.66
9/22/11	126	335.00	304.71	30.29	5,752.95
10/22/11	127	335.00	306.24	28.76	5,446.71
11/22/11	128	335.00	307.77	27.23	5,138.94
12/22/11	129	335.00	309.31	25.69	4,829.63
Total Year Ending 12/31/11		4,020.00	3,611.79	408.21	4,829.63
Year Ending 12/31/12					
1/22/12	130	335.00	310.85	24.15	4,518.78
2/22/12	131	335.00	312.41	22.59	4,206.37
3/22/12	132	335.00	313.97	21.03	3,892.40
4/22/12	133	335.00	315.54	19.46	3,576.86
5/22/12	134	335.00	317.12	17.88	3,259.74
6/22/12	135	335.00	318.70	16.30	2,941.04
7/22/12	136	335.00	320.29	14.71	2,620.75
8/22/12	137	335.00	321.90	13.10	2,298.85
9/22/12	138	335.00	323.51	11.49	1,975.34
10/22/12	139	335.00	325.12	9.88	1,650.22
11/22/12	140	335.00	326.75	8.25	1,323.47
12/22/12	141	335.00	328.38	6.62	995.09
Total Year Ending 12/31/12		4,020.00	3,834.54	185.46	995.09
Year Ending 12/31/13					
1/22/13	142	335.00	330.02	4.98	665.07
2/22/13	143	335.00	331.67	3.33	333.40
3/22/13	144	335.07	333.40	1.67	0.00
Total Year Ending 12/31/13		1,005.07	995.09	9.98	0.00
GRAND TOTAL		48,240.07	34,329.04	13,911.03	0.00

## MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage is March 22, 2001 and the parties are as follows:

MORTGAGOR: Burnside Repair Service, a division of Professional Timber Harvesting, LLC  
R.R. #1, Box 181  
Mahaffey, PA 15757

MORTGAGEE: Margaret B. Marshall  
R.R. #2, Box 197  
Mahaffey, PA 15757

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below), Mortgagor grants, bargains, conveys, and mortgages to Mortgagee the following described property together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property:

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

BEGINNING at a post on line of Western right-of-way line of U.S. Route 219; then North eleven (11) degrees West Three Hundred eleven and ninety-two one-hundredths (311.92) feet to a steel pin in line of land now or formerly of Marguerite Munkel; then by line now or formerly of Marguerite Munkel North seventy-seven (77) degrees East One hundred thirty and sixty one-hundredths (130.60) feet to a point on the Eastern bank of the Susquehanna River; then by Susquehanna River its various courses and distances, South Twenty-nine (29) degrees East one hundred seventy-six and forty one-hundredths (176.40) feet to a post; then still by Susquehanna River South five (5) degrees East one hundred forty and twenty-five one-hundredths (140.25) feet to a post in line of land now or formerly of V.C. Darr; then by Darr line North Seventy-nine (79) degrees East Ninety and seventy-five one-hundredths (90.75) feet to a post and place of beginning. Containing Sixty-seven one hundredths (0.67) acres, more or less, a plot of which is attached to the deed recorded in Deed Book 683, page 131. Having thereon erected a one-story restaurant building. This conveyance transfers to the purchasers the contents of the restaurant and all equipment thereto.

BEING one of two parcels to be conveyed by Mortgagee to Mortgagor concurrently herewith.




This Mortgage is being given in compliance with Paragraph 4 of the Agreement of Sale dated February 21, 2001 between Mortgagee as Seller and Mortgagor as Buyer.

3. **SECURED DEBT.** The term "Secured Debt" is defined as follows:
  - A. Principal, interest and other sums due under Mortgagor's Note to Mortgagee of even date hereof evidencing and securing Maker's obligation under paragraph 4 of the parties Agreement of Sale dated February 21, 2001 in the principal sum of \$34,329.04 ("Note").
4. **DEFAULT.** Mortgagor will be in default upon any Event of Default as defined in the Note.
5. **REMEDIES ON DEFAULT.** Mortgagee may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

At the option of Mortgagee, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, without any notice, upon the occurrence of a default or anytime thereafter. In addition, Mortgagee shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Mortgage is entitled to all remedies provided by law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the Mortgage after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing default.

6. **COVENANT.** Mortgagor covenants that he is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered. Mortgagor warrants and will defend generally the title to the property against all claims and demands.
7. **AWARD OF ATTORNEYS' FEES.** If any action at law or in equity is necessary to enforce or interpret the terms of this Mortgage, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other proper relief.
8. **APPLICABLE LAW.** The Mortgage is governed by the laws of the Commonwealth of Pennsylvania.
9. **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 Mortgage.

7   
Kim C. Kesner, Attorney for Mortgagor

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

MARGARET B. MARSHALL,  
Plaintiff

vs.

PROFESSIONAL TIMBER HARVESTING  
CO., LLC, BURNSIDE REPAIR SERVICE  
and JOHN D. BOUCH and KARLA F.  
BOUCH, Husband and Wife,  
Defendants

COMPLAINT IN MORTGAGE FORECLOSURE

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA

FILED  
JUN 16 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

Lap over margin

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

MARGARET B. MARSHALL,  
Plaintiff

:  
: No. 05-852-CD

vs.

PROFESSIONAL TIMBER HARVESTING CO., LLC,  
BURNSIDE REPAIR SERVICE, and  
JOHN D. BOUCH and KARLA F. BOUCH,  
Defendants

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**FILED**

Pl 10:35/BA  
AUG 22 2005

William A. Shaw  
Prothonotary/Clerk of Courts  
SCC Amy Gearhart

TO: PROFESSIONAL TIMBER HARVESTING CO., LLC,  
BURNSIDE REPAIR SERVICE  
JOHN D. BOUCH and KARLA F. BOUCH  
Defendants

Date of Notice: August 22, 2005

NOTICE OF INTENT TO ENTER DEFAULT JUDGMENT

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641

By

  
R. Denning Gearhart, Esq.  
Attorney for Plaintiff

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

MARGARET B. MARSHALL,  
Plaintiff

vs.

No. 05-852-CD

PROFESSIONAL TIMBER HARVESTING CO., LLC.,  
BURNSIDE REPAIR SERVICE and  
JOHN D. BOUCH and KARLA F. BOUCH,  
Defendants

CASE NUMBER: No. 05-852-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: CERTIFICATE OF SERVICE

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I. D. #26540  
207 E. Market Street  
Clearfield, PA 16830  
(814) 765-1581

FILED  
013:3961  
AUG 22 2005  
LMW

William A. Shaw  
Prothonotary/Clerk of Courts

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

MARGARET B. MARSHALL,  
Plaintiff

:  
: No. 05-852-CD  
:

vs.

PROFESSIONAL TIMBER HARVESTING  
CO., LLC, BURNSIDE REPAIR SERVICE,  
and JOHN D. BOUCH and KARLA F.  
BOUCH,

Defendants

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CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy  
of the Notice of Intent to Enter Default Judgment filed in the above captioned matter on  
the Defendants, by depositing such documents in the United States Mail postage pre-paid  
and addressed as follows:

Professional Timber Harvesting Co., LLC  
R. R. #1, Box 181  
Mahaffey, PA 15757

Burnside Repair Service  
R. R. #1, Box 181  
Mahaffey, PA 15757

John D. Bouch  
R. R. #1, Box 181  
Mahaffey, PA 15757

Karla F. Bouch  
R. R. Box 181  
Mahaffey, PA 15757

  
R. Denning Gearhart, Esq.  
Attorney for Plaintiff

Dated: August 22, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100566  
NO: 05-852-CD  
SERVICE # 1 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MARGARET B. MARSHALL

vs.

DEFENDANT: PROFESSIONAL TIMBER HARVESTING CO. LLC; BURNSIDE REPAIR SERVICE,  
JOHN D. BOUCH and KARLA F. BOUCH

SHERIFF RETURN

---

NOW, June 27, 2005 AT 9:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PROFESSIONAL TIMBER HARVESTING CO. LLC DEFENDANT AT RR#1 BOX 181, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN BOUCH, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

8/31/04 Lm

AUG 26 2005

(Lm)

William A. Shaw  
Prothonotary

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

DOCKET # 100566  
NO: 05-852-CD  
SERVICE # 2 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MARGARET B. MARSHALL

vs.

DEFENDANT: PROFESSIONAL TIMBER HARVESTING CO. LLC; BURNSIDE REPAIR SERVICE,  
JOHN D. BOUCH and KARLA F. BOUCH

**SHERIFF RETURN**

---

NOW, June 27, 2005 AT 9:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BURNSIDE REPAIR SERVICE DEFENDANT AT RR#1 BOX 181, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN BOUCH, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO



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

DOCKET # 100566  
NO: 05-852-CD  
SERVICE # 3 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MARGARET B. MARSHALL

vs.

DEFENDANT: PROFESSIONAL TIMBER HARVESTING CO. LLC; BURNSIDE REPAIR SERVICE,  
JOHN D. BOUCH and KARLA F. BOUCH

**SHERIFF RETURN**

---

NOW, June 27, 2005 AT 9:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN D. BOUCH DEFENDANT AT RR#1 BOX 181, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KARLA BOUCH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

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

DOCKET # 100566  
NO: 05-852-CD  
SERVICE # 4 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MARGARET B. MARSHALL

vs.

DEFENDANT: PROFESSIONAL TIMBER HARVESTING CO. LLC; BURNSIDE REPAIR SERVICE,  
JOHN D. BOUCH and KARLA F. BOUCH

**SHERIFF RETURN**

---

NOW, June 27, 2005 AT 9:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON  
KARLA F. BOUCH DEFENDANT AT RR#1 BOX 181, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY  
HANDING TO KARLA BOUCH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN  
MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100566  
NO: 05-852-CD  
SERVICES 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MARGARET B. MARSHALL

VS.

DEFENDANT: PROFESSIONAL TIMBER HARVESTING CO. LLC; BURNSIDE REPAIR SERVICE,  
JOHN D. BOUCH and KARLA F. BOUCH

SHERIFF RETURN

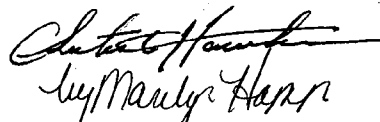
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GEARHART	7772	40.00
SHERIFF HAWKINS	GEARHART	7772	60.00
SHERIFF HAWKINS	u	7889	12.01

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

MARGARET B. MARSHALL,  
Plaintiff

No. 05-852-CD

vs.

PROFESSIONAL TIMBER HARVESTING  
CO., LLC, BURNSIDE REPAIR SERVICE,  
and JOHN D. BOUCH and KARLA F.  
BOUCH,

Defendants

CASE NUMBER:

No. 05-852- CD

TYPE OF CASE:

Civil

TYPE OF PLEADING:

PRAECIPE TO ENTER DEFAULT JUDGMENT,  
CERTIFICATION

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
207 East Market Street  
Clearfield, PA 16830  
814-765-1581

FILED

SEP 16 2005

0/3:00/2

William A. Shaw  
Prothonotary

sent 4/ NOTICE TO DEF.  
STATEMENT TO ATT.  
3 sent to ATT.

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

MARGARET B. MARSHALL,  
Plaintiff

No. 05-852-CD

vs.

PROFESSIONAL TIMBER HARVESTING CO., LLC,  
BURNSIDE REPAIR SERVICE, and  
JOHN D. BOUCH and KARLA F. BOUCH,  
Defendants

PRAECIPE TO ENTER DEFAULT JUDGMENT

TO THE PROTHONOTARY OF SAID COURT:

Enter Judgment in favor of the above named Plaintiff, Margaret B. Marshall, against Professional Timber Harvesting Co., LLC, Burnside Repair Service and John D. Bouch and Karla F. Bouch, the above named Defendants, for failure to file an answer in the above action within twenty (20) days from the date of service of Complaint against Defendants and in favor of Plaintiff, Margaret B. Marshall, in the amount of Thirty-five Thousand (\$35,000.00) Dollars.

Respectfully submitted,

  
R. Denning Gearhart, Esq.  
Attorney for Plaintiff

Dated: September 16, 2005

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

MARGARET B. MARSHALL,  
Plaintiff

:  
: No. 05-852-CD  
:  
:  
:  
:  
:  
:  
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:

vs.

PROFESSIONAL TIMBER HARVESTING  
CO., LLC, BURNSIDE REPAIR SERVICE,  
and JOHN D. BOUCH and KARLA F.  
BOUCH,  
Defendants

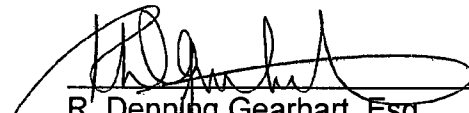
CERTIFICATION

COMMONWEALTH OF PENNSYLVANIA : SS.

COUNTY OF CLEARFIELD :

R. DENNING GEARHART, ESQ., being duly sworn according to law, says  
that he mailed at least ten (10) days prior hereto (On August 22, 2005), written Notice of  
Intent to enter Default Judgment to Defendants, Professional Timber Harvesting Co., LLC,  
Burnside Repair Service, and John D. Bouch and Karla L. Bouch, in the above captioned  
matter.

Respectfully submitted,

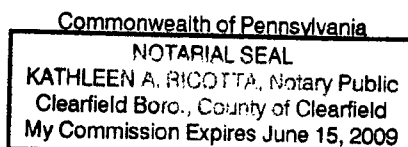
  
\_\_\_\_\_  
R. Denning Gearhart, Esq.  
Attorney for Plaintiff

Sworn to and subscribed

before me, this 16 Day of

September, 2005.

Kathleen A. Ricotta  
Notary Public



R. Denning Gearhart, Esq.  
Attorney for Plaintiff

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

MARGARET B. MARSHALL,  
Plaintiff

No. 05-852-CD

vs.

PROFESSIONAL TIMBER HARVESTING  
CO., LLC, BURNSIDE REPAIR SERVICE,  
and JOHN D. BOUCH and KARLA F.  
BOUCH,

Defendants

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of Thirty-five Thousand (\$35,000.00) Dollars, on

SEPT 16, 2005.

William A. Shaw, Prothonotary

By

  
Deputy



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION No. 05-852-CD

MARGARET B. MARSHALL,  
Plaintiff

vs.

PROFESSIONAL TIMBER HARVESTING  
CO., LLC, BURNSIDE REPAIR  
SERVICE, and JOHN D. BOUCH and  
KARLA F. BOUCH  
Defendants

PRAECIPE FOR DEFAULT JUDGMENT,  
CERTIFICATION

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

CONSERVATION PRINTING CO., CLEARFIELD, PA

FILED

SEP 16 2005

William A. Shaw  
Prothonotary

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

Margaret B. Marshall  
Plaintiff(s)

No.: 2005-00852-CD

Real Debt: \$35,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Professional Timber Harvesting Co., LLC  
Burnside Repair Service  
John D. Bouch  
Karla F. Bouch  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 16, 2005

Expires: September 16, 2010

Certified from the record this September 16, 2005

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

MARGARET B. MARSHALL,  
Plaintiff

No. 05-852-CD

vs.

PROFESSIONAL TIMBER HARVESTING  
CO., LLC, BURNSIDE REPAIR SERVICE,  
and JOHN D. BOUCH and KARLA F.  
BOUCH,

Defendants

CASE NUMBER:

No. 05-852- CD

TYPE OF CASE:

Civil

TYPE OF PLEADING:

PRAECIPE TO SATISFY JUDGMENT

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
207 East Market Street  
Clearfield, PA 16830  
814-765-1581

**FILED**

01/12/38 671  
DEC 29 2005

William A. Shaw  
Prothonotary/Clerk of Courts

Atty Koerber  
pd. 7.00  
2 CC & 2 Cert. of Set.  
to Atty Koerber  
(Koerber dropped  
off)

(612)

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

MARGARET B. MARSHALL,  
Plaintiff

No. 05-852-CD

vs.

PROFESSIONAL TIMBER HARVESTING CO., LLC,  
BURNSIDE REPAIR SERVICE, and  
JOHN D. BOUCH and KARLA F. BOUCH,  
Defendants

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY OF SAID COURT:

Please mark the Judgment entered to the above number satisfied of record.

Respectfully submitted,




R. Denning Gearhart, Esq.  
Attorney for Plaintiff

Dated: December 28, 2005

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Margaret B. Marshall

No.: 2005-00852-CD

Vs.

Debt: \$35,000.00

Atty's Comm.:

Professional Timber Harvesting Co., LLC  
Burnside Repair Service  
John D. Bouch  
Karla F. Bouch

Interest From:

Cost: \$7.00

NOW, Thursday, December 29, 2005 , directions for satisfaction having been received,  
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 29th day of December, A.D. 2005.

\_\_\_\_\_  
Prothonotary