



MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

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

: NO. 2005- 11660-CD

: CIVIL ACTION – LAW


: **COMPLAINT IN MORTGAGE  
: FORECLOSURE**

: Filed on behalf of Plaintiff:  
: **MANUFACTURERS & TRADERS  
: TRUST COMPANY f/k/a KEYSTONE  
: FINANCIAL BANK, N.A.**

: Counsel of record for this party:

: **LISA M. SWOPE, ESQUIRE  
: NEUGEBAUER, SWOPE & SWOPE, P.C.  
: I.D. NO. 77003  
: P.O. Box 270, Law Building  
: Ebensburg, PA 15931  
: (814) 472-7151**

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Prothonotary/Clerk of Courts

MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

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MORRONI FLORAL SHOPPE

Defendants

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

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: CIVIL ACTION - LAW

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by your 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, TELEPHONE THE OFFICE SET FORTH BELOW TO  
FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

MID PENN LEGAL SERVICES  
211 ½ EAST LOCUST STREET  
CLEARFIELD, PA 16830  
TELEPHONE NUMBER: (800) 692-7375

Lisa M. Swope, Esquire  
Neugebauer, Swope & Swope, P.C.  
P.O. Box 270, Law Building  
Ebensburg, PA 15931  
(814) 472-7151

|                               |   |                                 |
|-------------------------------|---|---------------------------------|
| MANUFACTURERS & TRADERS       | : | IN THE COURT OF COMMON PLEAS    |
| TRUST COMPANY, f/k/a          | : | OF                              |
| KEYSTONE FINANCIAL BANK, N.A. | : | CLEARFIELD COUNTY, PENNSYLVANIA |
|                               | : |                                 |
| Plaintiff                     | : | NO. 2005-                       |
|                               | : |                                 |
| vs.                           | : | CIVIL ACTION - LAW              |
|                               | : |                                 |
| GERALD D. REAMS and           | : |                                 |
| VICKY L. REAMS, d/b/a         | : |                                 |
| MORRONI FLORAL SHOPPE         | : |                                 |
|                               | : |                                 |
| Defendants                    | : |                                 |

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, Manufacturers & Traders Trust Company, f/k/a Keystone Financial Bank, N.A., by and through its counsel, Neugebauer, Swope & Swope, P.C., and files this Complaint in Mortgage Foreclosure against Defendants, in the following particulars:

1. Plaintiff is Manufacturers & Traders Trust Company ("M & T Bank") with offices located at 1330 11<sup>th</sup> Avenue, P. O. Box 2007, Altoona, PA 16603.
2. Defendant, Gerald D. Reams, is an adult individual with a last known address of 1189 Sawmill Road, Morrisdale, PA 16858; Defendant, Vicky L. Reams, is an adult individual with a last known address of 1005 Ashburry Lane, Duncansville, PA 16635; Defendants are no longer husband and wife by a Divorce Decree dated February 1, 2005 issued by the Clearfield County Court of Common Pleas.
3. On or about March 7, 2000, Defendants, doing business as Morroni Floral Shoppe, executed a Note in favor of Plaintiff in the amount of Eighty-five Thousand Dollars (\$85,000.00) (the "Note"). A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The aforesaid Note was secured by an Open End Mortgage from Defendants to Plaintiff, which Mortgage was executed and delivered on March 7, 2000 and is recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on March 8, 2000 at Instrument No. 200003183. A true and correct copy of said Mortgage is attached hereto, made a part hereof and incorporated herein by reference and marked as Exhibit "B".

5. The real property securing the Note under the aforesaid Mortgage are certain pieces, parcels or lots of land more fully described in Exhibit "C" attached hereto, made a part hereof and incorporated herein by reference.

6. Defendants are not in the military service of the United States of America or any of its allies.

7. The aforesaid Note provides, inter alia, that Defendants will be in default thereunder from failure to pay each monthly installment by its respective due date. Plaintiff hereby again demands such payment.

8. As a result of the aforementioned default, and in accordance with the terms of the aforesaid Note, all obligations of Defendants to Plaintiff are immediately due and payable, which obligations as of August 2, 2005 consist of the following:

|  |                 |
|--|-----------------|
| Principal                                      | \$64,360.64     |
| Interest through 7/27/04                       | 5,148.86        |
| Attorney's fees (10%) as authorized in warrant | <u>6,950.95</u> |
| Total  | \$76,460.45     |

plus all interest and late charges from August 2, 2005, and all costs of suit.

9. The parcels being foreclosed upon are not "residential real property" as that term is used in the Act of January 30, 1974, P.L. 13, No. 6 as amended, 41 P.S. §101

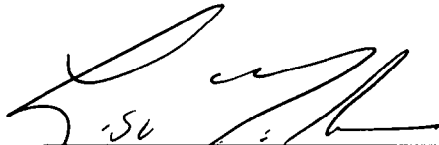
et seq. ("Act 6"), because the parcels do not contain any residential units. Accordingly, no Act 6 notice was sent to Defendants.

10. The parcels on the Mortgage which are the subject of this instant action are not residential real property covered by the Homeowners' Emergency Mortgage Foreclosure Assistance Act of 1983, 35 P.S. §1680.401c, et seq. ("Act 91"), because these premises do not contain an owner-occupied residence and/or are not the principal residence of the Debtors. Accordingly, no Act 91 notice was sent to Defendants.

WHEREFORE, Plaintiff, Manufacturers & Traders Trust Company, demands Judgment under the aforesaid Unconditional Guarantee against Defendants in the amount of \$76,460.45 plus all interest from August 2, 2005 and all costs of suit.

Respectfully submitted,

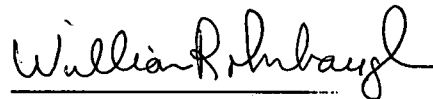
NEUGEBAUER, SWOPE & SWOPE, P.C.

A handwritten signature in black ink, appearing to read 'Lisa M. Swope', is written over a horizontal line.

Lisa M. Swope, Esquire  
Attorney for Plaintiff  
Pa. I.D. No. 77003

VERIFICATION

I, **William Rohrbaugh**, being duly sworn according to law, depose and say that I am the Assistant Vice President of **Manufacturers and Traders Trust Company (M & T Bank)**, a corporation; that I make this Verification on its behalf being authorized to do so and that the facts and statements hereby verify that the statements in the foregoing document are true and correct to the best of my personal knowledge, information or belief. I understand that the statements made herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



William Rohrbaugh  
Assistant Vice President  
Manufacturers and Traders Trust Company

Date. 10-25-05

U.S. SMALL BUSINESS ADMINISTRATION



## U.S. Small Business Administration

OBLGR# 387.882  
 DOC TYPE  
 OBLGT 30018  
 COMMENTS  
 DATE / /

|                   |                                    |
|-------------------|------------------------------------|
| SBA Loan #        | LDP 356441 40 10                   |
| SBA Loan Name     | Morrone Floral Shoppe              |
| Date              | March 7, 2000                      |
| Loan Amount       | \$ 85,000.00                       |
| Interest Rate     | Variable                           |
| Borrower          | Gerald D. Reams and Vicky L. Reams |
| Operating Company |                                    |
| Lender            | KEYSTONE FINANCIAL BANK, N.A.      |

## 1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of Eighty Five Thousand & 00/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

## 2. DEFINITIONS:

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

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

"Loan" means the loan evidenced by this Note.

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

"SBA" means the Small business Administration, an Agency of the United States of America.

## 3. PAYMENT TERMS:

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

The interest rate on this Note will fluctuate. The initial interest rate is 10.750% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 2.25%.

Borrower must pay a total of 6 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter; payments must be made on the 7th calendar day in the months they are due.

Borrower must pay principal and interest payments of \$953.00 every month, beginning seven months from the month this Note is dated; payments must be made on the 7th calendar day in the months they are due.



03-07-2000  
Loan No 701-30018

**PROMISSORY NOTE**  
(Continued)

Page 2

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Lender may adjust the interest rate for the first time no earlier than the first calendar day of the first month after initial disbursement. The interest rate will then be adjusted each calendar quarter (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which a change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 2.25% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable 15 years and 6 months from date of Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

**4. RIGHT TO PREPAY:**

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

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

If Borrower does not prepay within 60 days from the date Lender receives the notice, Borrower must give Lender a new notice.

**5. DEFAULT:**

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

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

Received Time Mar. 7. 1:41PM

3-07-2000  
Loan No 701-30018

**PROMISSORY NOTE**  
(Continued)

Page 3

M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

**6. LENDER'S RIGHTS IF THERE IS A DEFAULT:**

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

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

**7. LENDER'S GENERAL POWERS:**

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

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

**8. WHEN FEDERAL LAW APPLIES:**

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

**9. SUCCESSORS AND ASSIGNS:**

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

**10. GENERAL PROVISIONS:**

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

Received Time Mar. 7. 1:41PM

03-07-2000  
Loan No 701-30018

**PROMISSORY NOTE**  
(Continued)

**11. STATE-SPECIFIC PROVISIONS:**

CONFESSION OF JUDGMENT. The Undersigned hereby authorizes and empowers any attorney or clerk of any Court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against the Undersigned in favor of the holder, assignee or successor of holder of the Note, at any time, for the full or total amount of this Note, together with all indebtedness provided for therein, with costs of suit and attorney's commission of ten (10) percent for collection; and the Undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and all exemption of property from levy and sale upon any execution hereon; and the Undersigned expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted.

**12. BORROWER'S NAME(S) AND SIGNATURE(S):**

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

**BORROWER:**

x Gerald D. Reams (SEAL)  
Gerald D. Reams

x Vicky L. Reams (SEAL)  
Vicky L. Reams

Signed, acknowledged and delivered in the presence of:

x James G. Kelleher  
Witness

x Michael B. Gustonillo  
Witness

... of this note has been  
transferred to a Registered Holder for value.

**Dated** 5-4-2010

Michelle Burles  
**Michelle Burles**  
Team Leader

KAREN L. STARCK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 PENNSYLVANIA  
 INSTRUMENT NUMBER  
 200003183  
 RECORDED ON  
 MAR 08, 2000  
 3:21:33 PM  
 RECORDING FEES - \$19.00  
 RECORDER  
 COUNTY IMPROVEMENT \$1.00  
 RECORDER  
 EMPLOYMENT FUND \$1.00  
 STATE MORT TAX \$0.50  
 TOTAL \$21.50  
 D m m m

**WHEN RECORDED MAIL TO:**

Keystone Financial Bank, N.A.  
 c/o Keystone Loan Operations Attn: Collateral Department  
 130 Court Street PO Box 3187  
 Williamsport, PA 17701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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

THIS MORTGAGE IS DATED MARCH 7, 2000, between Gerald D. Reams and Vicky Lee Reams, Husband and Wife, whose address is Route 253 and Walnut Street, Gulich Township, Janesville, PA 16680 (referred to below as "Grantor"); and KEYSTONE FINANCIAL BANK, N.A., whose address is 621 Spring Street, Houtzdale, PA 16651 (referred to below as "Lender").

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

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

The Real Property or its address is commonly known as Route 253 and Walnut Street, Gulich Township, Janesville, PA 16680.

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation Gerald D. Reams and Vicky L. Reams.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

**Lender.** The word "Lender" means KEYSTONE FINANCIAL BANK, N.A., its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated March 7, 2000, in the original principal amount of \$85,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

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

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

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

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

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

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired; Lender may, at its election, apply the proceeds

to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

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

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

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

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

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

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

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

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

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

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

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the indebtedness.

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

**Compliance Default.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

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

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

**Death or Insolvency.** The death of Grantor or Borrower or the dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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

**Insecurity.** Lender in good faith deems itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable.

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

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

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

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

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

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

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

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

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

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

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

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally

recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage, and notices pursuant 42 Pa. C.S.A. Section 8143, et seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

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

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

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

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

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**SBA REGULATIONS.** The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

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

**THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

GRANTOR:

X Gerald D. Reams (SEAL)  
Gerald D. Reams

X Vicky Lee Reams (SEAL)  
Vicky Lee Reams

Signed, acknowledged and delivered in the presence of:

X James C. Hollock  
Witness

X \_\_\_\_\_  
Witness

Signed, acknowledged and delivered in the presence of:

X James C. Hollock  
Witness

X \_\_\_\_\_  
Witness

**CERTIFICATE OF RESIDENCE**

I hereby certify, that the precise address of the mortgagee, KEYSTONE FINANCIAL BANK, N.A., herein is as follows:  
621 Spring Street, Houtzdale, PA 16651

James C. Hollock  
Attorney or Agent for Mortgagee

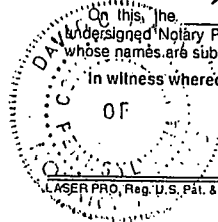


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF Centre ) SS

On this, the 2<sup>TH</sup> day of March, 2000, before me DAVID C MASON, the undersigned Notary Public, personally appeared Gerald D. Reams and Vicky Lee Reams, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Notarial Seal  
David C. Mason, Notary Public  
Philpsburg Boro, Centre County  
My Commission Expires March 28, 2000

David C. Mason  
Notary Public in and for the State of PA

ALL those certain pieces or parcels of land situate in Gulich Township, in the Village of Smithmill (Janesville), in the County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEGINNING at a post on the Township Road and Southeast corner of land now or formerly of Stella Glinsky; thence along said land now or formerly of Stella Glinsky North fifty-eight degrees West (N 58° W) sixty-six (66') feet, more or less, to post on Street (Walnut Street in the Village of Janesville); thence along said Street North thirty-two degrees East (N 32° E) one hundred eighty-four (184') feet to post; thence in a Southerly direction ten (10') feet, more or less, to Township Road (Now Improved State Highway); thence thereby South eighteen degrees thirty minutes West (S 18° 30' W) one hundred eighty-four (184') feet, more or less, to post and place of beginning, which said post included an Oak tree now standing thereon.

EXPECTING AND RESERVING such exceptions and reservation as are contained in prior deeds in the chain of title.

BEING the same premises as vested in Alex Tatanish and Martha L. Tatanish by deed of Berdal Glinsky, dated the 31st day of August, 1984, and recorded in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, in Deed Book 973 at Page 269.

PARCEL NO. 2:

BEGINNING at a point on the right-of-way of Township road; thence North fifty-eight (58) degrees fifty-five (55) minutes West eighty-five and five tenths feet to a point fifteen (15) feet from Walnut Street; thence North thirty-three (33) degrees forty-six (46) minutes East along said Walnut Street for a distance of 122.7 feet to a point; thence South 64 degrees 58 minutes East for a distance of 61.4 feet to center of 24" oak; thence South 22 degrees West a distance of 134.7 feet along the Township road to a post and place of the beginning.

BEING the same premises as vested in Alex Tatanish and Martha Louise Tatanish by deed of Frank Pollick and Virginia Pollick, his wife dated the 23rd day of June, 1964, and recorded in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, on June 24, 1964, in Deed Book 508 at Page 557.

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

DOCKET # 100940

NO: 05-1660-CD

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE &

NOTICE

PLAINTIFF: MANUFACTURERS & TRADERS TRUST COMPANY f/k/a KEYSTONE FINANCIAL BANK

vs.

DEFENDANT: GERALD D. REAMS and VICKY L. REAMS d/b/a MORRONI FLORAL SHOPPE

**SHERIFF RETURN**

---

NOW, November 04, 2005 AT 11:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & NOTICE ON GERALD D. REAMS dba MORRONI FLORAL SHOPPE DEFENDANT AT 1189 SAWMILL ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO REFUSED TO GIVE NAME, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE & NOTICE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

**FILED**

018145361  
FEB 14 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100940  
NO: 05-1660-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

NOTICE

PLAINTIFF: MANUFACTURERS & TRADERS TRUST COMPANY f/k/a KEYSTONE FINANCIAL BANK  
vs.  
DEFENDANT: GERALD D. REAMS and VICKY L. REAMS d/b/a MORRONI FLORAL SHOPPE

SHERIFF RETURN

---

NOW, November 03, 2005, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & NOTICE ON VICKY L. REAMS dba MORRONI FLORAL SHOPPE.

NOW, November 17, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & NOTICE ON VICKY L. REAMS dba MORRONI FLORAL SHOPPE, DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100940  
NO: 05-1660-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

NOTICE

PLAINTIFF: MANUFACTURERS & TRADERS TRUST COMPANY f/k/a KEYSTONE FINANCIAL BANK  
vs.

DEFENDANT: GERALD D. REAMS and VICKY L. REAMS d/b/a MORRONI FLORAL SHOPPE

SHERIFF RETURN

RETURN COSTS

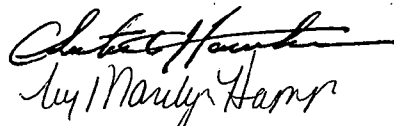
| Description     | Paid By    | CHECK # | AMOUNT |
|-----------------|------------|---------|--------|
| SURCHARGE       | NEUGEBAUER | 4655    | 20.00  |
| SHERIFF HAWKINS | NEUGEBAUER | 4655    | 47.61  |
| BLAIR CO.       | NEUGEBAUER | 4656    | 25.00  |

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

DATE RECEIVED

DATE PROCESSED

# SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA  
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

61833T

## SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

## INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

|   |  |   |
|---|--|---|
| 1. PLAINTIFF / S /<br><b>Manufactures &amp; Traders</b>   |  | 2. COURT NUMBER<br><b>2005-1660-CD</b>            |
| 3. DEFENDANT / S /<br><b>Vicky Reams</b>  |  | 4. TYPE OF WRIT OR COMPLAINT<br><b>MORT. FORE</b> |
| SERVE<br>AT   | 5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.<br><b>Vicky Reams dba MORRONI Floral Shop</b> |   |
|   | 6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)<br><b>1005 Ashbury Lane Duncansville</b>   |   |
| 7. INDICATE UNUSUAL SERVICE: <input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER |  |   |

NOW, \_\_\_\_\_, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

**Neugebauer**☐ PLAINTIFF☐ DEFENDANT

10. TELEPHONE NUMBER

11. DATE

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

12. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized BCSD Deputy or Clerk and Title

**Diane J. Wilf**

13. Date Received

14. Expiration/Hearing date

15. I hereby CERTIFY and RETURN that I ☐ have personally served, ☐ have served person in charge, ☐ have legal evidence of service as shown in "Remarks" (on reverse) ☐ have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/or Posting a TRUE and ATTESTED COPY thereof.

15. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. ☐Read Order ☐

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

20. Date of Service

21. Time

| 22. ATTEMPTS | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. | Date | Miles | Dep. Int. |
|--------------|------|-------|-----------|------|-------|-----------|------|-------|-----------|------|-------|-----------|------|-------|-----------|
|              |      |       |           |      |       |           |      |       |           |      |       |           |      |       |           |

23. Advance Costs

24

25

26

27. Total Costs

28. COST DUE OR REFUND

30. REMARKS

**No longer at above address**

SO ANSWER.

AFFIRMED and subscribed to before me this

**17th**

day of

**November 2005**

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

Signature of Sheriff

Date

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

Member Pennsylvania Association of Notaries

I ACKNOWLEDGE RECEIPT OF THIS RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

## SHERIFF'S RETURN OF SERVICE

- ( ) (1) The within \_\_\_\_\_  
upon \_\_\_\_\_, the within named  
defendant by mailing to \_\_\_\_\_  
by \_\_\_\_\_ mail, return receipt requested, postage  
prepaid \_\_\_\_\_ on the \_\_\_\_\_,  
a true and attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The return receipt signed by \_\_\_\_\_  
defendant on the \_\_\_\_\_ is hereto attached and  
made part of this return.

- ( ) (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and  
attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_

in the following manner.

- ( ) (a) To the defendant by ( ) registered ( ) certified mail, return receipt requested,  
postage prepaid, addressee only on the \_\_\_\_\_,  
said receipt being returned NOT signed by defendant, but with a notation by the Postal  
Authorities that defendant refused to accept the same. The returned receipt and envelope  
is attached hereto and made part of this return.

And thereafter:

- ( ) (b) To the defendant by ordinary mail addressed to defendant at same address, with the  
return address of the Sheriff appearing thereon, on the \_\_\_\_\_  
\_\_\_\_\_

I further certify that after fifteen ( 15 ) days from the mailing date, I have not received said  
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a  
proof of mailing.

- ( ) (3) By publication in a daily publication of general circulation in the County of **Blair** ,  
Commonwealth of Pennsylvania, \_\_\_\_\_ time (s) with publication appearing  
\_\_\_\_\_

The affidavit from said publication is hereto attached.

- ( ) (4) By mailing to \_\_\_\_\_  
by \_\_\_\_\_ mail, return receipt requested, postage prepaid,  
\_\_\_\_\_ on the \_\_\_\_\_  
a true and attested copy thereof at \_\_\_\_\_  
\_\_\_\_\_

The \_\_\_\_\_ returned by the Postal  
Authorities marked \_\_\_\_\_  
is hereto attached.

- ( ) (5) Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

61833T

## DEPUTATION

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

PAGE 100940

TERM & NO. 05-1660-CD

MANUFACTURERS & TRADERS TRUST COMPANY f/k/a KEYSTONE FINANCIAL BANK

COMPLAINT IN MORTGAGE FORECLOSURE & NOTICE

vs.

GERALD D. REAMS and VICKY L. REAMS d/b/a MORRONI FLORAL SHOPPE

**SERVE BY: 11/25/05**

### MAKE REFUND PAYABLE TO NEUGEBAUER, SWOOPE & SWOPE, P.C.

**SERVE:** VICKY L. REAMS dba MORRONI FLORAL SHOPPE

**ADDRESS:** 1005 ASHBURRY LANE, DUNCANSVILLE, PA 16635

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF BLAIR COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, November 03, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

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

: NO. 2005- 1660-CD

: CIVIL ACTION – LAW

: **COMPLAINT IN MORTGAGE  
: FORECLOSURE**

: Filed on behalf of Plaintiff:

: **MANUFACTURERS & TRADERS  
: TRUST COMPANY f/k/a KEYSTONE  
: FINANCIAL BANK, N.A.**


: Counsel of record for this party:

: **LISA M. SWOPE, ESQUIRE  
: NEUGEBAUER, SWOPE & SWOPE, P.C.  
: I.D. NO. 77003  
: P.O. Box 270, Law Building  
: Ebensburg, PA 15931  
: (814) 472-7151**

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

OCT 26 2005

Attest.

  
Prothonotary/  
Clerk of Courts

|                               |   |                                 |
|-------------------------------|---|---------------------------------|
| MANUFACTURERS & TRADERS       | : | IN THE COURT OF COMMON PLEAS    |
| TRUST COMPANY, f/k/a          | : | OF                              |
| KEYSTONE FINANCIAL BANK, N.A. | : | CLEARFIELD COUNTY, PENNSYLVANIA |
|                               | : |                                 |
| Plaintiff                     | : | NO. 2005-                       |
|                               | : |                                 |
| vs.                           | : | CIVIL ACTION - LAW              |
|                               | : |                                 |
| GERALD D. REAMS and           | : |                                 |
| VICKY L. REAMS, d/b/a         | : |                                 |
| MORRONI FLORAL SHOPPE         | : |                                 |
|                               | : |                                 |
| Defendants                    | : |                                 |

### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by your 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, TELEPHONE THE OFFICE SET FORTH BELOW TO  
FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

MID PENN LEGAL SERVICES  
211 ½ EAST LOCUST STREET  
CLEARFIELD, PA 16830  
TELEPHONE NUMBER: (800) 692-7375

Lisa M. Swope, Esquire  
Neugebauer, Swope & Swope, P.C.  
P.O. Box 270, Law Building  
Ebensburg, PA 15931  
(814) 472-7151

|                               |   |                                 |
|-------------------------------|---|---------------------------------|
| MANUFACTURERS & TRADERS       | : | IN THE COURT OF COMMON PLEAS    |
| TRUST COMPANY, f/k/a          | : | OF                              |
| KEYSTONE FINANCIAL BANK, N.A. | : | CLEARFIELD COUNTY, PENNSYLVANIA |
|                               | : |                                 |
| Plaintiff                     | : | NO. 2005-                       |
|                               | : |                                 |
| vs.                           | : | CIVIL ACTION - LAW              |
|                               | : |                                 |
| GERALD D. REAMS and           | : |                                 |
| VICKY L. REAMS, d/b/a         | : |                                 |
| MORRONI FLORAL SHOPPE         | : |                                 |
|                               | : |                                 |
| Defendants                    | : |                                 |

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, Manufacturers & Traders Trust Company, f/k/a Keystone Financial Bank, N.A., by and through its counsel, Neugebauer, Swope & Swope, P.C., and files this Complaint in Mortgage Foreclosure against Defendants, in the following particulars:

1. Plaintiff is Manufacturers & Traders Trust Company ("M & T Bank") with offices located at 1330 11<sup>th</sup> Avenue, P. O. Box 2007, Altoona, PA 16603.
2. Defendant, Gerald D. Reams, is an adult individual with a last known address of 1189 Sawmill Road, Morrisdale, PA 16858; Defendant, Vicky L. Reams, is an adult individual with a last known address of 1005 Ashburry Lane, Duncansville, PA 16635; Defendants are no longer husband and wife by a Divorce Decree dated February 1, 2005 issued by the Clearfield County Court of Common Pleas.
3. On or about March 7, 2000, Defendants, doing business as Morroni Floral Shoppe, executed a Note in favor of Plaintiff in the amount of Eighty-five Thousand Dollars (\$85,000.00) (the "Note"). A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The aforesaid Note was secured by an Open End Mortgage from Defendants to Plaintiff, which Mortgage was executed and delivered on March 7, 2000 and is recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on March 8, 2000 at Instrument No. 200003183. A true and correct copy of said Mortgage is attached hereto, made a part hereof and incorporated herein by reference and marked as Exhibit "B".

5. The real property securing the Note under the aforesaid Mortgage are certain pieces, parcels or lots of land more fully described in Exhibit "C" attached hereto, made a part hereof and incorporated herein by reference.

6. Defendants are not in the military service of the United States of America or any of its allies.

7. The aforesaid Note provides, inter alia, that Defendants will be in default thereunder from failure to pay each monthly installment by its respective due date. Plaintiff hereby again demands such payment.

8. As a result of the aforementioned default, and in accordance with the terms of the aforesaid Note, all obligations of Defendants to Plaintiff are immediately due and payable, which obligations as of August 2, 2005 consist of the following:

|  |                 |
|--|-----------------|
| Principal                                      | \$64,360.64     |
| Interest through 7/27/04                       | 5,148.86        |
| Attorney's fees (10%) as authorized in warrant | <u>6,950.95</u> |
| Total  | \$76,460.45     |

plus all interest and late charges from August 2, 2005, and all costs of suit.

9. The parcels being foreclosed upon are not "residential real property" as that term is used in the Act of January 30, 1974, P.L. 13, No. 6 as amended, 41 P.S. §101

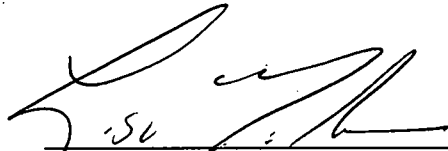
et seq. ("Act 6"), because the parcels do not contain any residential units. Accordingly, no Act 6 notice was sent to Defendants.

10. The parcels on the Mortgage which are the subject of this instant action are not residential real property covered by the Homeowners' Emergency Mortgage Foreclosure Assistance Act of 1983, 35 P.S. §1680.401c, et seq. ("Act 91"), because these premises do not contain an owner-occupied residence and/or are not the principal residence of the Debtors. Accordingly, no Act 91 notice was sent to Defendants.

WHEREFORE, Plaintiff, Manufacturers & Traders Trust Company, demands Judgment under the aforesaid Unconditional Guarantee against Defendants in the amount of \$76,460.45 plus all interest from August 2, 2005 and all costs of suit.

Respectfully submitted,

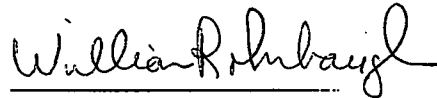
NEUGEBAUER, SWOPE & SWOPE, P.C.

A handwritten signature in black ink, appearing to read 'Lisa M. Swope', is written over a horizontal line.

Lisa M. Swope, Esquire  
Attorney for Plaintiff  
Pa. I.D. No. 77003

VERIFICATION

I, William Rohrbaugh, being duly sworn according to law, depose and say that I am the Assistant Vice President of Manufacturers and Traders Trust Company (M & T Bank), a corporation; that I make this Verification on its behalf being authorized to do so and that the facts and statements hereby verify that the statements in the foregoing document are true and correct to the best of my personal knowledge, information or belief. I understand that the statements made herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



William Rohrbaugh  
Assistant Vice President  
Manufacturers and Traders Trust Company

Date. 10-25-05

U.S. SMALL BUSINESS ADMINISTRATION



U.S. Small Business Administration

OBLGR# 387.887

DOC TYPE

OBLGT 30018

COMMENTS

DATE / /

|                   |                                    |
|-------------------|------------------------------------|
| SBA Loan #        | LDP 358441 40 10                   |
| SBA Loan Name     | Morrone Floral Shoppe              |
| Date              | March 7, 2000                      |
| Loan Amount       | \$ 85,000.00                       |
| Interest Rate     | Variable                           |
| Borrower          | Gerald D. Reams and Vicky L. Reams |
| Operating Company |                                    |
| Lender            | KEYSTONE FINANCIAL BANK, N.A.      |

## 1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of Eighty Five Thousand & 00/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

## 2. DEFINITIONS:

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

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

"Loan" means the loan evidenced by this Note.

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

"SBA" means the Small business Administration, an Agency of the United States of America.

## 3. PAYMENT TERMS:

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

The interest rate on this Note will fluctuate. The initial interest rate is 10.760% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 2.25%.

Borrower must pay a total of 6 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter; payments must be made on the 7th calendar day in the months they are due.

Borrower must pay principal and interest payments of \$953.00 every month, beginning seven months from the month this Note is dated; payments must be made on the 7th calendar day in the months they are due.

03-07-2000  
Loan No 701-30018

**PROMISSORY NOTE**  
(Continued)

Page 2

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Lender may adjust the interest rate for the first time no earlier than the first calendar day of the first month after initial disbursement. The interest rate will then be adjusted each calendar quarter (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which a change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 2.25% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable 15 years and 6 months from date of Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

**4. RIGHT TO PREPAY:**

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

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

If Borrower does not prepay within 60 days from the date Lender receives the notice, Borrower must give Lender a new notice.

**5. DEFAULT:**

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

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

Received Time Mar. 7. 1:41PM



3-07-2000  
Loan No 701-30018

**PROMISSORY NOTE**  
(Continued)

Page 3

M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

**6. LENDER'S RIGHTS IF THERE IS A DEFAULT:**

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

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

**7. LENDER'S GENERAL POWERS:**

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

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

**8. WHEN FEDERAL LAW APPLIES:**

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

**9. SUCCESSORS AND ASSIGNS:**

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

**10. GENERAL PROVISIONS:**

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

Received Time Mar. 7. 1:41PM

03-07-2000  
Loan No 701-30018**PROMISSORY NOTE**  
(Continued)

Page 4.

**11. STATE-SPECIFIC PROVISIONS:**

CONFESSION OF JUDGMENT. The Undersigned hereby authorizes and empowers any attorney or clerk of any Court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against the Undersigned in favor of the holder, assignee or successor of holder of the Note, at any time, for the full or total amount of this Note, together with all indebtedness provided for therein, with costs of suit and attorney's commission of ten (10) percent for collection; and the Undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and all exemption of property from levy and sale upon any execution hereon; and the Undersigned expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted.

**12. BORROWER'S NAME(S) AND SIGNATURE(S):**

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

**BORROWER:**

x Gerald D. Reams (SEAL)  
Gerald D. Reams

x Vicky L. Reams (SEAL)  
Vicky L. Reams

Signed, acknowledged and delivered in the presence of:

x James G. Younce  
Witness

x Michael B. Gustonills  
Witness

... of this note has been  
transferred to a Registered Holder for value.

Dated 5-4-2010

Michelle Burles  
Michelle Burles  
Team Leader

**WHEN RECORDED MAIL TO:**

Keystone Financial Bank, N.A.  
c/o Keystone Loan Operations Attn: Collateral Department  
130-Court Street PO Box 3187  
Williamsport, PA 17701

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200003183  
RECORDED ON  
Mar 08, 2000  
3:21:33 PM  
RECORDING FEES - \$19.00  
RECORDER  
SECURITY IMPROVEMENT \$1.00  
RECORDER  
IMPROVEMENT FUND \$1.00  
STATE MORT TAX \$0.50  
TOTAL \$21.50  
D Mason

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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

THIS MORTGAGE IS DATED MARCH 7, 2000, between Gerald D. Reams and Vicky Lee Reams, Husband and Wife, whose address is Route 253 and Walnut Street, Gulich Township, Janesville, PA 16680 (referred to below as "Grantor"); and KEYSTONE FINANCIAL BANK, N.A., whose address is 621 Spring Street, Houtzdale, PA 16651 (referred to below as "Lender").

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

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

The Real Property or its address is commonly known as Route 253 and Walnut Street, Gulich Township, Janesville, PA 16680.

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation Gerald D. Reams and Vicky L. Reams.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

**Lender.** The word "Lender" means KEYSTONE FINANCIAL BANK, N.A., its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated March 7, 2000, in the original principal amount of \$85,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened illegal or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

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

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

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

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

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

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired; Lender may, at its election, apply the proceeds

to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired Insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

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

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

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

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

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

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

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

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

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

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

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.

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

**Compliance Default.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

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

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

**Death or Insolvency.** The death of Grantor or Borrower or the dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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

**Insecurity.** Lender in good faith deems itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable.

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

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

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

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

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

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

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

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

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

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

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

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally

recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage, and notices pursuant 42 Pa. C.S.A. Section 8143, et seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

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

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

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

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

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**SBA REGULATIONS.** The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this Instrument.

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

**THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

GRANTOR:

x Gerald D. Reams (SEAL)  
Gerald D. Reams

x Vicky Lee Reams (SEAL)  
Vicky Lee Reams

Signed, acknowledged and delivered in the presence of:

x James G. Hollock  
Witness

x \_\_\_\_\_  
Witness

Signed, acknowledged and delivered in the presence of:

x James G. Hollock  
Witness

x \_\_\_\_\_  
Witness

**CERTIFICATE OF RESIDENCE**

I hereby certify, that the precise address of the mortgagee, KEYSTONE FINANCIAL BANK, N.A., herein is as follows:  
621 Spring Street, Houtzdale, PA 16651

James G. Hollock  
Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Pennsylvania

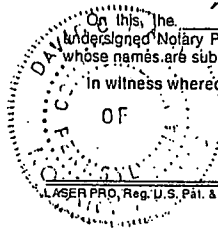
COUNTY OF

Centre

SS

On this, the 27<sup>th</sup> day of March, 2000, before me DAVID C MASON, the undersigned Notary Public, personally appeared Gerald D. Reams and Vicky Lee Reams, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Notarial Seal  
David C. Mason, Notary Public  
Phillipsburg Boro, Centre County  
My Commission Expires March 28, 2000

David C. Mason  
Notary Public in and for the State of



ALL those certain pieces or parcels of land situate in Gulich Township, in the Village of Smithmill (Janesville), in the County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEGINNING at a post on the Township Road and Southeast corner of land now or formerly of Stella Glinsky; thence along said land now or formerly of Stella Glinsky North fifty-eight degrees West (N 58° W) sixty-six (66') feet, more or less, to post on Street (Walnut Street in the Village of Janesville); thence along said Street North thirty-two degrees East (N 32° E) one hundred eighty-four (184') feet to post; thence in a Southerly direction ten (10') feet, more or less, to Township Road (Now Improved State Highway); thence thereby South eighteen degrees thirty minutes West (S 18° 30' W) one hundred eighty-four (184') feet, more or less, to post and place of beginning, which said post included an Oak tree now standing thereon.

EXPECTING AND RESERVING such exceptions and reservation as are contained in prior deeds in the chain of title.

BEING the same premises as vested in Alex Tatanish and Martha L. Tatanish by deed of Berdal Glinsky, dated the 31st day of August, 1984, and recorded in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, in Deed Book 973 at Page 269.

PARCEL NO. 2:

BEGINNING at a point on the right-of-way of Township road; thence North fifty-eight (58) degrees fifty-five (55) minutes West eighty-five and five tenths feet to a point fifteen (15) feet from Walnut Street; thence North thirty-three (33) degrees forty-six (46) minutes East along said Walnut Street for a distance of 122.7 feet to a point; thence South 64 degrees 58 minutes East for a distance of 61.4 feet to center of 24" oak; thence South 22 degrees West a distance of 134.7 feet along the Township road to a post and place of the beginning.

BEING the same premises as vested in Alex Tatanish and Martha Louise Tatanish by deed of Frank Pollick and Virginia Pollick, his wife dated the 23rd day of June, 1964, and recorded in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, on June 24, 1964, in Deed Book 508 at Page 557.

MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

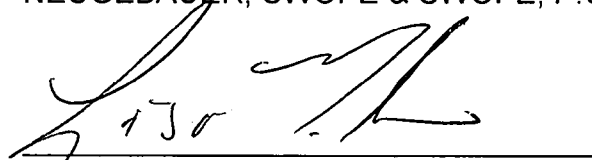
NO. 2005-1660 CD

CIVIL ACTION - LAW

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in Mortgage Foreclosure filed in the above-captioned action for an additional thirty days. Thank you.

NEUGEBAUER, SWOPE & SWOPE, P.C.



Lisa M. Swope, Esquire  
Attorney for Plaintiff

**FILED**

**FEB 15 2006**

W/11-20/0  
William A. Shaw  
Prothonotary/Clerk of Courts

NO CL  
REINSTATED COMPLAINT  
TO SHAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101261  
NO: 05-1660-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MANUFACTURERS & TRADERS TRUST COMPANY f/k/a KEYSTONE  
FINANCIAL BANK, N.A.

vs.

DEFENDANT: GERALD D. REAMS and VICKY L. REAMS d/b/a MORRONI FLORAL SHOPPE

SHERIFF RETURN

NOW, February 24, 2006 AT 9:41 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON VICKY L. REAMS d/b/a MORRONI FLORAL SHOPPE DEFENDANT AT 1608 MIRIAM ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO VICKY REAMS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

APR 10 2006

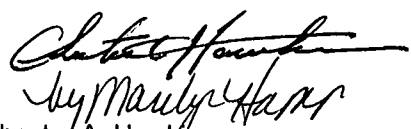
William A. Shaw  
Prothonotary/Clerk of Courts

| PURPOSE         | VENDOR     | CHECK # | AMOUNT |
|-----------------|------------|---------|--------|
| SURCHARGE       | NEUGEBAUER | 4957    | 10.00  |
| SHERIFF HAWKINS | NEUGEBAUER | 4957    | 41.43  |

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

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

: NO. 2005-1660-CD

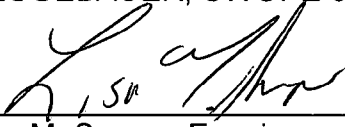
: CIVIL ACTION - LAW

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter judgment by default against Defendant, Gerald D. Reams  
and Defendant, Vicky L. Reams in the above captioned matter, in the amount of  
\$76,460.45 plus all interest from August 2, 2005 and all costs of suit, for failure to file  
an Answer to the Complaint.

NEUGEBAUER, SWOPE & SWOPE, P.C.

  
\_\_\_\_\_  
Lisa M. Swope, Esquire  
Attorney for Plaintiff  
Pa. I.D. No. 77003

**FILED** *Atty pd. 20.00*  
*m/10:59301*  
**APR 21 2006** *Notice to Defs*  
*Statement to*  
William A. Shaw  
Prothonotary/Clerk of Courts *Atty*

*62*

I certify that the address of the Plaintiff/Creditor is as follows:

Manufacturers & Traders Trust Company  
1330 11<sup>th</sup> Avenue  
P. O. Box 2007  
Altoona, PA 16603

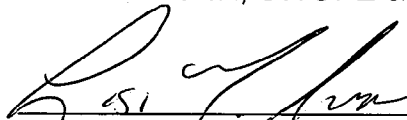
and that the name and address of the Defendants entitled to notice of entry of default judgment is as follows:

Gerald D. Reams  
1189 Sawmill Road  
Morrisdale, PA 16858

Vicky L. Reams  
1608 Miriam Street  
Houtzdale, PA 16651

and that on April 3, 2006 a written notice of intention to file the within **PRAECIPE FOR DEFAULT JUDGMENT** in the form required by Pa. R.C.P. 237.1 (c) was mailed to the Defendants against whom the judgment is to be entered, and to his/her attorney of record, if any, this notice being sent after the default occurred and at least ten days prior to date of the filing of this **PRAECIPE FOR DEFAULT JUDGMENT**. A copy of the said notice, as mailed, is being filed along with this certification and **PRAECIPE FOR DEFAULT JUDGMENT**.

NEUGEBAUER, SWOPE & SWOPE, P.C.

A handwritten signature in black ink, appearing to read 'Lisa M. Swope', is written over a horizontal line.

Lisa M. Swope, Esquire  
Attorney for Plaintiff  
Pa. I.D. No. 77003

MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

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

: NO. 2005-1660-CD

: CIVIL ACTION - LAW

TO: GERALD D. REAMS  
1189 Sawmill Road  
Morrisdale, PA 16858

Date: April 3, 2006

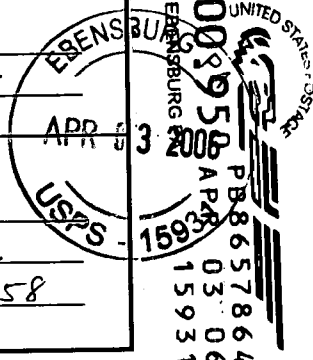
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAUREL LEGAL SERVICES, INC.  
225-227 FRANKLIN STREET  
FRANKLIN CENTER, SUITE 400  
JOHNSTOWN, PA 15901-2524  
(814) 536-8917

NOTICE OF DEFAULT

| U.S. POSTAL SERVICE   | CERTIFICATE OF MAILING  |
|---|---|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL TO PROVIDE FOR INSURANCE POSTMASTER |   |
| <b>STROPE &amp; SWOPE</b><br>ATTORNEYS AT LAW                                       |   |
| Received From:  | 219 South Center Street<br>P.O. Box 270<br><b>Ebensburg, Pennsylvania 15931</b> |
| One piece of ordinary mail addressed to:  |   |
| <i>Gerald D. Reoma</i><br><i>1189 Sawmill Road</i><br><i>Morrisdale, PA 16858</i>   |   |



MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

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

: NO. 2005-1660-CD

: CIVIL ACTION - LAW

TO: VICKY L. REAMS  
1608 Miriam Street  
Houtzdale, PA 16651

Date: April 3, 2006

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

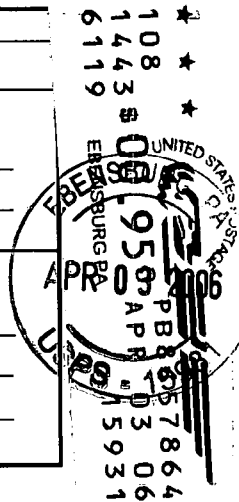
LAUREL LEGAL SERVICES, INC.  
225-227 FRANKLIN STREET  
FRANKLIN CENTER, SUITE 400  
JOHNSTOWN, PA 15901-2524  
(814) 536-8917



*NOTICE OF DEFAULT*

|  |   |
|--|---|
| U.S. POSTAL SERVICE  | CERTIFICATE OF MAILING  |
| NEUGEBAUER SWOPE & SWOPE<br>ATTORNEYS AT LAW   |   |
| Received From:   | 219 South Center Street<br>P.O. Box 270<br><b>Ebensburg, Pennsylvania 15931</b> |
| One piece of ordinary mail addressed to:<br><i>Vicky L. Reams</i><br><i>1608 Miriam Street</i><br><i>Montzelle, PA 16657</i> |   |

PS Form 3817, January 2001



NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Manufacturers & Traders Trust Company, f/k/a  
Keystone Financial Bank, N.A.

Vs.

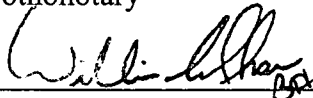
No. 2005-01660-CD


Gerald D. Reams and Vicky L. Reams,  
d/b/a Morroni Floral Shoppe

To: DEFENDANT(S)

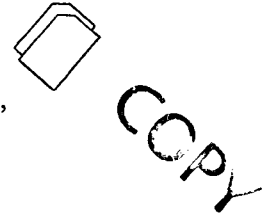
NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$76,460.45 on April 21, 2006.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

 COPY

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

COPY

Manufacturers & Traders Trust Company  
Keystone Financial Bank, N.A.  
Plaintiff(s)

No.: 2005-01660-CD

Real Debt: \$76,460.45

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gerald D. Reams  
Vicky L. Reams  
Morrone Floral Shoppe  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment against Gerald  
D. Reams and Vicky L. Reams ONLY

Date of Entry: April 21, 2006

Expires: April 21, 2011

Certified from the record this 21st day of April, 2006.



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

MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

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

: NO. 2005-1660-CD

: CIVIL ACTION - LAW

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

TO THE PROTHONOTARY:

Issue writ of execution in the above matter.

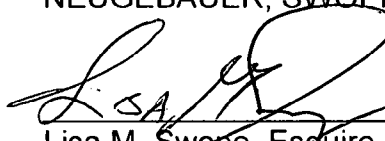
Amount Due \$76,460.45

Interest from August 2, 2005

(Costs to be added) Yes \_\_\_\_\_

Prothonotary costs \$ 132.00

NEUGEBAUER, SWOPE & SWOPE, P.C.

  
\_\_\_\_\_  
Lisa M. Swope, Esquire  
Attorney for Plaintiff

**FILED** 

JUN 19 2006

M/11:00/AM

William A. Shaw  
Prothonotary/Clerk of Courts

1 CENT TO SHFF

w/6 WRITS

|                               |   |                                 |
|-------------------------------|---|---------------------------------|
| MANUFACTURERS & TRADERS       | : | IN THE COURT OF COMMON PLEAS    |
| TRUST COMPANY, f/k/a          | : | OF                              |
| KEYSTONE FINANCIAL BANK, N.A. | : | CLEARFIELD COUNTY, PENNSYLVANIA |
|                               | : |                                 |
| Plaintiff                     | : | NO. 2005-1660-CD                |
|                               | : |                                 |
| vs.                           | : | CIVIL ACTION - LAW              |
|                               | : |                                 |
| GERALD D. REAMS and           | : |                                 |
| VICKY L. REAMS, d/b/a         | : |                                 |
| MORRONI FLORAL SHOPPE         | : |                                 |
|                               | : |                                 |
| Defendants                    | : |                                 |

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Manufacturers & Traders Trust Company, f/k/a Keystone Financial Bank, N.A.,  
Plaintiff in the above action, sets forth as of the date the praecipe for the writ of  
execution was filed, the following information concerning the real property located at  
Route 253 and Walnut Street, Gulich Township, Janesville, PA 16680.

1. Name and address of Owners or Reputed Owners;

|                 |   |
|-----------------|---|
| Name:           | Address:                                  |
| Gerald D. Reams | 1189 Sawmill Road<br>Morrisdale, PA 16858 |
| Vicky L. Reams  | 1608 Miriam Street<br>Houtzdale, PA 16651 |

2. Name and address of Defendants in the judgment:

|                 |   |
|-----------------|---|
| Name:           | Address:                                  |
| Gerald D. Reams | 1189 Sawmill Road<br>Morrisdale, PA 16858 |
| Vicky L. Reams  | 1608 Miriam Street<br>Houtzdale, PA 16651 |

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

| Name:                                 | Address:  |
|---------------------------------------|---|
| Manufacturers & Traders Trust Company | 1330 11 <sup>th</sup> Avenue<br>P. O. Box 2007<br>Altoona, PA 16603 |

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

| Name:                                 | Address:  |
|---------------------------------------|---|
| Manufacturers & Traders Trust Company | 1330 11 <sup>th</sup> Avenue<br>P. O. Box 2007<br>Altoona, PA 16603 |

5. Name and address of every other person who has any record lien on the property:

| Name:                              | Address:                                       |
|------------------------------------|--|
| Clearfield County Tax Claim Bureau | 230 East Market Street<br>Clearfield, PA 16830 |

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale;

| Name: | Address |
|-------|---------|
| None  |         |

7. Name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by this sale:

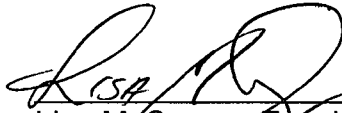
| Name:   | Address  |
|---|--|
| Commonwealth of PA<br>Dept. of Public Welfare | P. O. Box 8016<br>Harrisburg, PA 16105   |
| PA Inheritance Tax Dept.                      | Bureau of Compliance<br>Dept. #280946<br>Harrisburg, PA 17128-0946<br>Attn: Susan Dolack |
| Domestic Relations Office                     | 230 East Market Street, Suite 300<br>Clearfield, PA 16830                                |

|                                     |   |
|-------------------------------------|---|
| Occupant                            | Route 253 and Walnut Street<br>Janesville, PA 16680   |
| PA Dept. of Labor & Industry        | Office of Chief Counsel<br>914 Penn Avenue<br>6 <sup>th</sup> Floor<br>Pittsburgh, PA 15222 |
| PA Dept. of Revenue                 | 4 <sup>th</sup> Floor, Manor Complex<br>564 Forbes Avenue<br>Pittsburgh, PA 15219           |
| Clearfield County Treasurer         | P. O. Box 549<br>Clearfield, PA 16830   |
| Tax Collector                       | John Matia<br>P. O. Box 277<br>Smithmill, PA 16680  |
| Houtzdale Municipal Water Authority | P. O. Box 97<br>Houtzdale, PA 16651   |

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

NEUGEBAUER, SWOPE & SWOPE. P.C.

Date: 6/15/06

  
\_\_\_\_\_  
Lisa M. Swope, Esquire  
Attorney for Plaintiff

## DESCRIPTION

ALL those certain pieces or parcels of land situate in Gulich Township, in the Village of Smithmill (Janesville), in the County of Clearfield and State of Pennsylvania, bounded and described as follows:

### PARCEL NO. 1:

BEGINNING at a post on the Township Road and Southeast corner of land now or formerly of Stella Glinsky; thence along said land now or formerly of Stella Glinsky North fifty-eight degrees West (N 58° W) sixty-six (66') feet, more or less, to post on Street (Walnut Street in the Village of Janesville); thence along said Street North thirty-two degrees East (N 32° E) one hundred eighty-four (184') feet to post; thence in a Southerly direction ten (10') feet, more or less, to Township Road (Now Improved State Highway); thence thereby South eighteen degrees thirty minutes West (S 18° 30' W) one hundred eighty-four (184') feet, more or less, to post and place of beginning, which said post included an Oak tree now standing thereon.

### PARCEL NO. 2:

BEGINNING at a point on the right-of-way of Township road; thence North fifty-eight (58) degrees fifty-five (55) minutes West eighty-five and five tenths feet to a point fifteen (15) feet from Walnut Street; thence North thirty-three (33) degrees forty-six (46) minutes East along said Walnut Street for a distance of 122.7 feet to a point; thence South 64 degrees 58 minutes East for a distance of 61.4 feet to center of 24" oak; thence South 22 degrees West a distance of 134.7 feet along the Township road to a post and place of the beginning.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

BEING the same pieces or parcels of land title to which became vested in Gerald D. Reams and Vickylee Reams, his wife, by Deed of Alex Tatanish and Martha L. Tatanish, dated March 7, 2000 and recorded on March 8, 2000 in the office for the recording of deeds, etc., in and for Clearfield County at Instrument No. 200003182.



MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2005-1660-CD

CIVIL ACTION - LAW

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

TO: GERALD D. REAMS  
1189 Sawmill Road  
Morrisdale, PA 16858

Your real estate at Route 253 and Walnut Street, Gulich Township, Janesville, Clearfield County, Pennsylvania 16680, is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_, 2006, to enforce the court judgment of Manufacturers & Traders Trust Company f/k/a Keystone Financial Bank, N.A. obtained by Plaintiff against you.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to Manufacturers & Traders Trust Company the back payments, late charges, costs and reasonable attorney's fees due.

To find out how much you must pay, you may call: Keith Mangan at (814) 947-1924

2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact one, the more chance you will have of stopping the sale. (See notice next page to find out how to obtain an attorney).

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty days from the date of the Sheriff Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Courthouse, 230 East Market Street, Clearfield, PA 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

**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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET HELP.**

MID PENN LEGAL SERVICES  
211 ½ EAST LOCUST STREET  
CLEARFIELD, PA 16830  
TELEPHONE NUMBER: (800) 692-7375

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

Manufacturers & Traders Trust Company,  
f/k/a Keystone Financial Bank, N.A.,

Vs.

NO.: 2005-01660-CD

Gerald D. Reams, and  
Vicky L. Reams, d/b/a  
Morrone Floral Shoppe,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MANUFACTURERS & TRADERS TRUST COMPANY, f/k/a KEYSTONE FINANCIAL BANK, N.A., Plaintiff(s) from GERALD D. REAMS and VICKY L. REAMS, MORRONE FLORAL SHOPPE, , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Description Attached.

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: \$76,460.45  
INTEREST: \$Interest from August 2, 2005  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 06/19/2006

PAID: \$130.00 Prothonotary  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Lisa M. Swope  
P.O. Box 270  
Ebensburg, PA 15931  
814-472-7151

## DESCRIPTION

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### PARCEL NO. 1:

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### PARCEL NO. 2:

BEGINNING at a point on the right-of-way of Township road; thence North fifty-eight (58) degrees fifty-five (55) minutes West eighty-five and five tenths feet to a point fifteen (15) feet from Walnut Street; thence North thirty-three (33) degrees forty-six (46) minutes East along said Walnut Street for a distance of 122.7 feet to a point; thence South 64 degrees 58 minutes East for a distance of 61.4 feet to center of 24" oak; thence South 22 degrees West a distance of 134.7 feet along the Township road to a post and place of the beginning.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

BEING the same pieces or parcels of land title to which became vested in Gerald D. Reams and Vickylee Reams, his wife, by Deed of Alex Tatanish and Martha L. Tatanish, dated March 7, 2000 and recorded on March 8, 2000 in the office for the recording of deeds, etc., in and for Clearfield County at Instrument No. 200003182.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20379

NO: 05-1660-CD

PLAINTIFF: MANUFACTURERS & TRADERS TRUST COMPANY, F/K/A KEYSTONE FINANCIAL BANK, N.A.  
vs.

DEFENDANT: GERALD D. REAMS AND VICKY L. REAMS, D/B/A MORRONI FLORAL SHOPPE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/19/2006

LEVY TAKEN 06/26/2006 @ 9:48 AM

POSTED 06/26/2006 @ 9:48 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/15/2007

DATE DEED FILED **NOT SOLD**

**FILED**  
01/15/07  
JAN 15 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

08/01/2006 @ 9:07 AM SERVED GERALD D. REAMS D/B/A MORRONI FLORAL SHOPPE

SERVED GERALD D. REAMS D/B/A MORRONI FLORAL SHOPPE, DEFENDANT, AT HIS RESIDENCE 1189 SAWMILL ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANITA GOSS, GIRLFRIEND/ADULT AT RESIDENCE.

07/19/2006 @ 1:35 PM SERVED VICKY L. REAMS D/B/A MORRONI FLORAL SHOPPE

SERVED VICKY L. REAMS D/B/A MORRONI FLORAL SHOPPE, DEFENDANT, AT HER RESIDENCE 1608 MIRIAM STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VICKY L. REAMS

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, JANUARY 15, 2007 RETURN WRIT AS AN ABANDONED SALE, PER SHERIFF HAWKINS. NO REPRESENTATION FOR THE SHERIFF SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20379

NO: 05-1660-CD

PLAINTIFF: MANUFACTURERS & TRADERS TRUST COMPANY, F/K/A KEYSTONE FINANCIAL BANK, N.A.  
vs.

DEFENDANT: GERALD D. REAMS AND VICKY L. REAMS, D/B/A MORRONI FLORAL SHOPPE

Execution REAL ESTATE

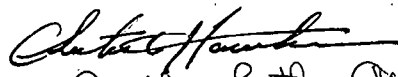
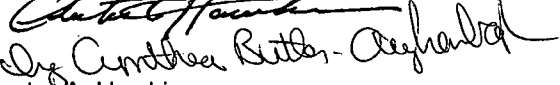
SHERIFF RETURN

---

SHERIFF HAWKINS \$265.80

SURCHARGE \$40.00 PAID BY PLAINTIFF

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

Manufacturers & Traders Trust Company,  
f/k/a Keystone Financial Bank, N.A.,

Vs.

NO.: 2005-01660-CD

Gerald D. Reams, and  
Vicky L. Reams, d/b/a  
Morrone Floral Shoppe,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MANUFACTURERS & TRADERS TRUST COMPANY, f/k/a KEYSTONE FINANCIAL BANK, N.A., Plaintiff(s) from GERALD D. REAMS and VICKY L. REAMS, MORRONE FLORAL SHOPPE, , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Description Attached.

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: \$76,460.45  
INTEREST: \$Interest from August 2, 2005  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 06/19/2006

PAID: \$130.00 Prothonotary  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 19th day  
of JUNE A.D. 2006  
At 12:30 A.M./P.M.

Requesting Party: Lisa M. Swope  
P.O. Box 270  
Ebensburg, PA 15931  
814-472-7151

Chester A. Haurer  
By Cynthia Ruth-Cayton

## DESCRIPTION

ALL those certain pieces or parcels of land situate in Gulich Township, in the Village of Smithmill (Janesville), in the County of Clearfield and State of Pennsylvania, bounded and described as follows:

### PARCEL NO. 1:

BEGINNING at a post on the Township Road and Southeast corner of land now or formerly of Stella Glinsky; thence along said land now or formerly of Stella Glinsky North fifty-eight degrees West (N 58° W) sixty-six (66') feet, more or less, to post on Street (Walnut Street in the Village of Janesville); thence along said Street North thirty-two degrees East (N 32° E) one hundred eighty-four (184') feet to post; thence in a Southerly direction ten (10') feet, more or less, to Township Road (Now Improved State Highway); thence thereby South eighteen degrees thirty minutes West (S 18° 30' W) one hundred eighty-four (184') feet, more or less, to post and place of beginning, which said post included an Oak tree now standing thereon.

### PARCEL NO. 2:

BEGINNING at a point on the right-of-way of Township road; thence North fifty-eight (58) degrees fifty-five (55) minutes West eighty-five and five tenths feet to a point fifteen (15) feet from Walnut Street; thence North thirty-three (33) degrees forty-six (46) minutes East along said Walnut Street for a distance of 122.7 feet to a point; thence South 64 degrees 58 minutes East for a distance of 61.4 feet to center of 24" oak; thence South 22 degrees West a distance of 134.7 feet along the Township road to a post and place of the beginning.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

BEING the same pieces or parcels of land title to which became vested in Gerald D. Reams and Vickylee Reams, his wife, by Deed of Alex Tatanish and Martha L. Tatanish, dated March 7, 2000 and recorded on March 8, 2000 in the office for the recording of deeds, etc., in and for Clearfield County at Instrument No. 200003182.



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME GERALD D. REAMS D/B/A MORRONI FLORAL SHOPPE

NO. 05-1660-CD

NOW, January 13, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Gerald D. Reams And Vicky L. Reams, D/B/A Morroni Floral Shoppe to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

|                            |                 |
|----------------------------|-----------------|
| RDR                        | 15.00           |
| SERVICE                    | 15.00           |
| MILEAGE                    | 27.59           |
| LEVY                       | 15.00           |
| MILEAGE                    | 24.92           |
| POSTING                    | 15.00           |
| CSDS                       | 10.00           |
| COMMISSION                 | 0.00            |
| POSTAGE                    | 4.68            |
| HANDBILLS                  | 15.00           |
| DISTRIBUTION               | 25.00           |
| ADVERTISING                | 15.00           |
| ADD'L SERVICE              | 15.00           |
| DEED                       |                 |
| ADD'L POSTING              |                 |
| ADD'L MILEAGE              | 43.61           |
| ADD'L LEVY                 |                 |
| BID/SETTLEMENT AMOUNT      |                 |
| RETURNS/DEPUTIZE           |                 |
| COPIES                     | 15.00           |
|                            | 5.00            |
| BILLING/PHONE/FAX          | 5.00            |
| CONTINUED SALES            |                 |
| MISCELLANEOUS              |                 |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$265.80</b> |

**DEED COSTS:**

|                         |               |
|-------------------------|---------------|
| ACKNOWLEDGEMENT         |               |
| REGISTER & RECORDER     |               |
| TRANSFER TAX 2%         | 0.00          |
| <b>TOTAL DEED COSTS</b> | <b>\$0.00</b> |

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                 |           |
|-----------------|-----------|
| DEBT-AMOUNT DUE | 76,460.45 |
| INTEREST @      | 0.00      |
| FROM TO         |           |

|                                |                    |
|--------------------------------|--------------------|
| PROTH SATISFACTION             |                    |
| LATE CHARGES AND FEES          |                    |
| COST OF SUIT-TO BE ADDED       |                    |
| FORECLOSURE FEES               |                    |
| ATTORNEY COMMISSION            |                    |
| REFUND OF ADVANCE              |                    |
| REFUND OF SURCHARGE            | 40.00              |
| SATISFACTION FEE               |                    |
| ESCROW DEFICIENCY              |                    |
| PROPERTY INSPECTIONS           |                    |
| INTEREST                       |                    |
| MISCELLANEOUS                  |                    |
| <b>TOTAL DEBT AND INTEREST</b> | <b>\$76,500.45</b> |

**COSTS:**

|                     |                   |
|---------------------|-------------------|
| ADVERTISING         | 546.82            |
| TAXES - COLLECTOR   |                   |
| TAXES - TAX CLAIM   |                   |
| DUE                 |                   |
| LIEN SEARCH         | 100.00            |
| ACKNOWLEDGEMENT     |                   |
| DEED COSTS          | 0.00              |
| SHERIFF COSTS       | 265.80            |
| LEGAL JOURNAL COSTS | 216.00            |
| PROTHONOTARY        | 132.00            |
| MORTGAGE SEARCH     | 40.00             |
| MUNICIPAL LIEN      |                   |
| <b>TOTAL COSTS</b>  | <b>\$1,300.62</b> |

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

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

: NO. 2005-1660-CD

: CIVIL ACTION - LAW

**CERTIFICATION OF NOTICE TO LIENHOLDERS PURSUANT TO PA R.C.P.**  
**3129.2(c)(2)**

I, Lisa M. Swope, Esquire, Attorney for Plaintiff, Manufacturers & Traders Trust Company, f/k/a Keystone Financial Bank, N.A., hereby certify that Notice of Sale was served on Gerald D. Reams, Vicky L. Reams, Manufacturers & Traders Trust Company, Clearfield County Tax Claim Bureau, Commonwealth of PA, Department of Public Welfare, PA Inheritance Tax Dept., Domestic Relations Office, Occupant, PA Dept. of Labor & Industry, PA Dept. of Revenue, Clearfield County Treasurer, John Matia, Tax Collector, and the Houtzdale Municipal Water Authority by ordinary mail, with the original Certificate of Mailing attached hereto as Exhibit "A":

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

NEUGEBAUER, SWOPE & SWOPE, P.C.



Lisa M. Swope, Esquire  
Attorney for Plaintiff

**FILED** <sup>no cc</sup>  
m) 8:56 AM  
JUL 03 2006

William A. Shaw  
Prothonotary/Clerk of Courts

# For Accountable Mail

Name and Address of Sender

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified  
☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Check appropriate block for Registered Mail:  
☐ With Postal Insurance  
☐ Without Postal Insurance

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

| Line                                    | Article Number | Name of Addressee, Street, and Post Office Address  | Postage  | Fee | Handling Charge | Act. Value (If Regis.)                       | Insured Value | Due Sender If COD | R. R. Fee  | S. D. Fee | S. H. Fee | Rest Del. Fee | Remarks |
|---|----------------|---|--|-----|-----------------|--|---------------|-------------------|--|-----------|-----------|---------------|---------|
| 1                                       |                | Gerald D. Reams, 1189 Sawmill Rd. Morrisdale, PA 16858  | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 2                                       |                | Vicky L. Reams, 1608 Miriam Street, Houtzdale, PA 16651   | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 3                                       |                | Manufacturers & Traders Trust Co., 1330 11th Ave., P.O. Box 2007, Altoona, PA 16603                   | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 4                                       |                | Clearfield Cty. Tax Claim Bureau, 230 East Market St., Clearfield, PA 16830                           | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 5                                       |                | Cmwlth. of Pa., Dept. of Public Welfare, P.O. Box 8016, Harrisburg, PA 16105                          | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 6                                       |                | Pa. Inheritance Tax Dept., Bureau of Comp- liance, Dept. 280946, Harrisburg, PA 17128                 | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 7                                       |                | Domestic Relations Office, 230 E. Market St. Suite 300, Clearfield, PA 16830                          | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 8                                       |                | Occupant, Route 253 and Walnut St., Janesville, PA 16630  | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 9                                       |                | Pa. Dept. of Revenue, 4th Fl. Manor Complex, 564 Forbes Ave., Pittsburgh, PA 15219                    | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 10                                      |                | Pa. Dept. of Labor & Industry, Office of Chief Counsel, 914 Penn Ave., 6th Floor Pittsburgh, PA 15222 | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 11                                      |                | Houtzdale Municipal Water Authority, P.O. Box 97, Houtzdale, PA 16651                                 | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 12                                      |                | John Matia, Tax Collector, P.O. Box 277, Smithmill, PA 16680  | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| 13                                      |                | Clearfield Cty. Treasurer, P.O. Box 549, Clearfield, PA 16830   | .39  | .30 |                 |  |               |                   |  |           |           |               |         |
| Total Number of Pieces Listed by Sender |                |   | Total Number of Pieces Received at Post Office |     |                 | Postmaster, Per (Name of Receiving Employee) |               |                   | The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels. |           |           |               |         |

165 \*  
 1473 \*  
 7342 \*  
 # 03.90  
 JUN 29 1994  
 EBENSBUrg PA  
 15931  
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 15931

EBENSBUrg PA  
 JUN 29 2106  
 15931

MANUFACTURERS & TRADERS : IN THE COURT OF COMMON PLEAS  
TRUST COMPANY, f/k/a : OF  
KEYSTONE FINANCIAL BANK, N.A. : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff : NO. 2005-1660 CD

vs. : CIVIL ACTION - LAW

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

PRAECIPE TO RE-ISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please re-issue the writ of execution in the above-captioned matter and direct it to the Sheriff of Clearfield County. Thank you.

NEUGEBAUER, SWOPE & SWOPE, P.C.

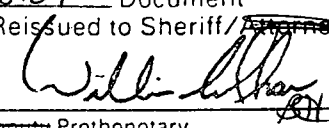
By: 

Lisa M. Swope, Esquire  
219 S. Center Street, Law Building  
P.O. Box 270  
Ebensburg, PA 15931  
(814) 472-7151  
Pa. I. D. No. 77003

**FILED** *Atty pd. 7.00*  
*10/2:36*  
FEB 08 2007 *le writs w/*  
William A. Shaw *prop descr. to*  
Prothonotary/Clerk of Courts *Sheriff*  
*(G)*

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

Manufacturers & Traders Trust Company,  
f/k/a Keystone Financial Bank, N.A.,

218107 Document  
~~Reinstated~~/Reissued to Sheriff/~~Attorney~~  
for service.   
~~Deputy~~ Prothonotary

Vs.

NO.: 2005-01660-CD

Gerald D. Reams, and  
Vicky L. Reams, d/b/a  
Morrone Floral Shoppe,

COPY


**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MANUFACTURERS & TRADERS TRUST COMPANY, f/k/a KEYSTONE FINANCIAL BANK, N.A., Plaintiff(s) from GERALD D. REAMS and VICKY L. REAMS, MORRONE FLORAL SHOPPE, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Description Attached.
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$76,460.45  
INTEREST: \$Interest from August 2, 2005  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 06/19/2006

PAID: \$132.00 Prothonotary  
SHERIFF: \$  
OTHER COSTS: \$  
Additional Prothonotary Costs: \$7.00

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Lisa M. Swope  
P.O. Box 270  
Ebensburg, PA 15931  
814-472-7151

## DESCRIPTION

ALL those certain pieces or parcels of land situate in Gulich Township, in the Village of Smithmill (Janesville), in the County of Clearfield and State of Pennsylvania, bounded and described as follows:

### PARCEL NO. 1:

BEGINNING at a post on the Township Road and Southeast corner of land now or formerly of Stella Glinsky; thence along said land now or formerly of Stella Glinsky North fifty-eight degrees West (N 58° W) sixty-six (66') feet, more or less, to post on Street (Walnut Street in the Village of Janesville); thence along said Street North thirty-two degrees East (N 32° E) one hundred eighty-four (184') feet to post; thence in a Southerly direction ten (10') feet, more or less, to Township Road (Now Improved State Highway); thence thereby South eighteen degrees thirty minutes West (S 18° 30' W) one hundred eighty-four (184') feet, more or less, to post and place of beginning, which said post included an Oak tree now standing thereon.

### PARCEL NO. 2:

BEGINNING at a point on the right-of-way of Township road; thence North fifty-eight (58) degrees fifty-five (55) minutes West eighty-five and five tenths feet to a point fifteen (15) feet from Walnut Street; thence North thirty-three (33) degrees forty-six (46) minutes East along said Walnut Street for a distance of 122.7 feet to a point; thence South 64 degrees 58 minutes East for a distance of 61.4 feet to center of 24" oak; thence South 22 degrees West a distance of 134.7 feet along the Township road to a post and place of the beginning.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

BEING the same pieces or parcels of land title to which became vested in Gerald D. Reams and Vickylee Reams, his wife, by Deed of Alex Tatanish and Martha L. Tatanish, dated March 7, 2000 and recorded on March 8, 2000 in the office for the recording of deeds, etc., in and for Clearfield County at Instrument No. 200003182.

MANUFACTURERS & TRADERS  
TRUST COMPANY, f/k/a  
KEYSTONE FINANCIAL BANK, N.A.

Plaintiff

vs.

GERALD D. REAMS and  
VICKY L. REAMS, d/b/a  
MORRONI FLORAL SHOPPE

Defendants

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

: NO. 2005-1660-CD

: CIVIL ACTION - LAW

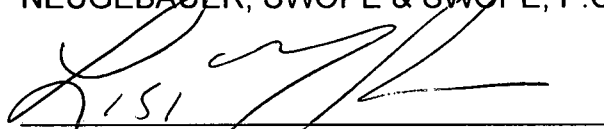
**CERTIFICATION OF NOTICE TO LIENHOLDERS PURSUANT TO PA R.C.P.**  
**3129.2(c)(2)**

I, Lisa M. Swope, Esquire, Attorney for Plaintiff, Manufacturers & Traders Trust Company, f/k/a Keystone Financial Bank, N.A., hereby certify that Notice of Sale was served on Gerald D. Reams, Vicky L. Reams, Manufacturers & Traders Trust Company, Clearfield County Tax Claim Bureau, Commonwealth of PA, Department of Public Welfare, PA Inheritance Tax Dept., Domestic Relations Office, Occupant, PA Dept. of Labor & Industry, PA Dept. of Revenue, Clearfield County Treasurer, John Matia, Tax Collector, and the Houtzdale Municipal Water Authority by ordinary mail, with a copy of the Certificate of Mailing attached hereto as Exhibit "A":

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

NEUGEBAUER, SWOPE & SWOPE, P.C.



Lisa M. Swope, Esquire  
Attorney for Plaintiff

**FILED**

MAR 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts

# For Accountable Mail

Name and Address of Sender

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified  
☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Check appropriate block for Registered Mail:  
☐ With Postal Insurance  
☐ Without Postal Insurance

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

| Line   | Article Number | Name of Addressee, Street, and Post Office Address  | Postage | Fee | Handling Charge | Act. Value (if Regs.) | Insured Value | Due Sender if COD | R. R. Fee | S. D. Fee | S. H. Fee | Rest. Del. Fee | Remarks |
|--|----------------|---|---------|-----|-----------------|-----------------------|---------------|-------------------|-----------|-----------|-----------|----------------|---------|
| 1  |                | Gerald D. Reams, 1189 Sawmill Rd.<br>Morrisdale, PA 16858   | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 2  |                | Vicky L. Reams, 1608 Miriam Street<br>Houtzdale, PA 16651   | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 3  |                | Manufacturers & Traders Trust Co., 1330 11th Ave., P.O. Box 2007, Altoona, PA 16603                   | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 4  |                | Clearfield Cty. Tax Claim Bureau, 230 East Market St., Clearfield, PA 16830                           | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 5  |                | City of Pa., Dept. of Public Welfare, P.O. Box 8016, Harrisburg, PA 16105                             | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 6  |                | Pa. Inheritance Tax Dept., Bureau of Compensation, Dept. 280946, Harrisburg, PA 17128                 | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 7  |                | Domestic Relations Office, 230 E. Market St. Suite 300, Clearfield, PA 16830                          | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 8  |                | Occupant, Route 253 and Walnut St., Jamesville, PA 16680  | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 9  |                | Pa. Dept. of Revenue, 4th Fl. Manor Complex, 564 Forbes Ave., Pittsburgh, PA 15219                    | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 10   |                | Pa. Dept. of Labor & Industry, Office of Chief Counsel, 914 Penn Ave., 6th Floor Pittsburgh, PA 15222 | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 11   |                | Houtzdale Municipal Water Authority, P.O. Box 97 Houtzdale, PA 16651                                  | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 12   |                | John Matia, Tax Collector, P.O. Box 277, Smithmill, PA 16680  | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| 13   |                | Clearfield Cty. Treasurer, P.O. Box 549 Clearfield, PA 16830  | .39     | .30 |                 |                       |               |                   |           |           |           |                |         |
| Total Number of Pieces Listed by Sender        |                | 13  |         |     |                 |                       |               |                   |           |           |           |                |         |
| Total Number of Pieces Received at Post Office |                | 13  |         |     |                 |                       |               |                   |           |           |           |                |         |
| Postmaster, Per (Name of Receiving Employee)   |                | <i>[Signature]</i>  |         |     |                 |                       |               |                   |           |           |           |                |         |

EBENSBURG PA 0252 1454 03.600  
 MAR 07 07  
 EBENSBURG PA 0291 1494 00.300  
 MAR 07 07  
 EBENSBURG PA 15931 15931

EXHIBIT A

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual/R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.



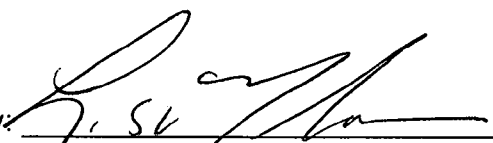
|                               |   |                                 |
|-------------------------------|---|---------------------------------|
| MANUFACTURERS & TRADERS       | : | IN THE COURT OF COMMON PLEAS    |
| TRUST COMPANY, f/k/a          | : | OF                              |
| KEYSTONE FINANCIAL BANK, N.A. | : | CLEARFIELD COUNTY, PENNSYLVANIA |
|                               | : |                                 |
| Plaintiff                     | : | NO. 2005-1660 CD                |
|                               | : |                                 |
| vs.                           | : | CIVIL ACTION - LAW              |
|                               | : |                                 |
| GERALD D. REAMS and           | : |                                 |
| VICKY L. REAMS, d/b/a         | : |                                 |
| MORRONI FLORAL SHOPPE         | : |                                 |
|                               | : |                                 |
| Defendants                    | : |                                 |


CERTIFICATE OF SERVICE

I, Lisa M. Swope, Esquire, hereby certify that on the 7<sup>th</sup> day of March, 2007, a Notice of Sheriff's Sale of Real Estate was served by First Class United States Mail, certified, return receipt requested, as evidenced by the original Domestic Return Receipts attached hereto, on each of the following:

Gerald D. Reams  
1189 Sawmill Road  
Morrisdale, PA 16858

Vicky L. Reams  
1608 Miriam Street  
Houtzdale, PA 16651

By:   
\_\_\_\_\_  
Lisa M. Swope, Esquire  
Neugebauer, Swope & Swope, P.C.  
219 S. Center Street, P.O. Box 270  
Ebensburg, PA 15931  
(814) 472-7151  
Pa. I. D. No. 77003  
Attorney for Plaintiff

**FILED** *NO cc*  
*m/10:34/34*  
MAR 13 2007   
William A. Shaw  
Prothonotary/Clerk of Courts

# **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:

Vicky L. Reams  
1608 Minniam Street  
Montzdale, PA 16657

# **COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
☒ Vicky L. Reams ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 3/8/07  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. 7003 3110 0001 9543 1569

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

# **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:

Gerald R. Reams  
1189 Summit Road  
Monisdale, PA 16858

# **COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
☒ Gerald R. Reams ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 Gerald R. Reams 3/10/07  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

7003 3110 0001 9543 1552

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20528

NO: 05-1660-CD

PLAINTIFF: MANUFACTURERS & TRADERS TRUST COMPANY, F/A/A KEYSTONE FINANCIAL BANK, N.A.  
vs.

DEFENDANT: GERALD D. REAMS AND VICKEY L. REAMS D/B/A MORRONI FLORAL SHOPPE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 2/8/2007

LEVY TAKEN 2/23/2007 @ 10:57 AM

POSTED 2/23/2007 @ 10:57 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/7/2008

DATE DEED FILED NOT SOLD

FILED

0/9:00 am  
JAN 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

2/28/2007 @ 10:51 AM SERVED GERALD D. REAMS

SERVED GERALD D. REAMS, DEFENDANT, AT HIS RESIDENCE 1189 SAWMILL ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANITA GOSS, GIRLFRIEND/ADULT AT RESIDENCE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

3/15/2007 @ 10:18 AM SERVED VICKY L. REAMS D/B/A MORRONI FLORAL SHOPPE

SERVED VICKY L. REAMS D/B/A MORRONI FLORAL SHOPPE AT HER RESIDENCE 1608 MIRIAM STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VICKY L. REAMS

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, APRIL 30, 2007 RECEIVED A FAX LETTER FROM PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MAY 4, 2007 FOR 30 DAYS. DATE CHANGED PER PHONE CALL TO JULY 6, 2007.

@ SERVED

NOW, JULY 3, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JULY 6, 2007 TO SEPTEMBER 7, 2007.

@ SERVED

NOW, SEPTEMBER 6, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 7, 2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20528

NO: 05-1660-CD

PLAINTIFF: MANUFACTURERS & TRADERS TRUST COMPANY, F/A/A KEYSTONE FINANCIAL BANK, N.A.  
VS.

DEFENDANT: GERALD D. REAMS AND VICKEY L. REAMS D/B/A MORRONI FLORAL SHOPPE

Execution REAL ESTATE

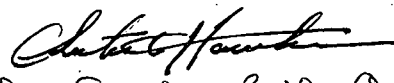
SHERIFF RETURN

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SHERIFF HAWKINS \$339.09

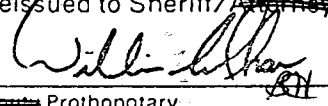
SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

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

Manufacturers & Traders Trust Company,  
f/k/a Keystone Financial Bank, N.A.,

218107 Document  
~~Reinstated~~/Reissued to Sheriff/Attorney  
for service.   
~~Prothonotary~~

Vs.

NO.: 2005-01660-CD

Gerald D. Reams, and  
Vicky L. Reams, d/b/a  
Morrone Floral Shoppe,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MANUFACTURERS & TRADERS TRUST COMPANY, f/k/a KEYSTONE FINANCIAL BANK, N.A., Plaintiff(s) from GERALD D. REAMS and VICKY L. REAMS, MORRONE FLORAL SHOPPE, , Defendant(s):

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

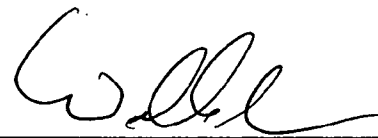
Garnishee(s) as follows:

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

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

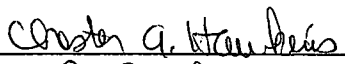
AMOUNT DUE/PRINCIPAL: \$76,460.45  
INTEREST: \$Interest from August 2, 2005  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 06/19/2006

PAID: \$132.00 Prothonotary  
SHERIFF: \$  
OTHER COSTS: \$  
Additional Prothonotary Costs: \$7.00

  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 8th day  
of February A.D. 2007  
At 3:15 A.M./P.M.

Requesting Party: Lisa M. Swope  
P.O. Box 270  
Ebensburg, PA 15931  
814-472-7151

  
by Christopher A. Hanks - Attorney

## DESCRIPTION

ALL those certain pieces or parcels of land situate in Gulich Township, in the Village of Smithmill (Janesville), in the County of Clearfield and State of Pennsylvania, bounded and described as follows:

### PARCEL NO. 1:

BEGINNING at a post on the Township Road and Southeast corner of land now or formerly of Stella Glinsky; thence along said land now or formerly of Stella Glinsky North fifty-eight degrees West (N 58° W) sixty-six (66') feet, more or less, to post on Street (Walnut Street in the Village of Janesville); thence along said Street North thirty-two degrees East (N 32° E) one hundred eighty-four (184') feet to post; thence in a Southerly direction ten (10') feet, more or less, to Township Road (Now Improved State Highway); thence thereby South eighteen degrees thirty minutes West (S 18° 30' W) one hundred eighty-four (184') feet, more or less, to post and place of beginning, which said post included an Oak tree now standing thereon.

### PARCEL NO. 2:

BEGINNING at a point on the right-of-way of Township road; thence North fifty-eight (58) degrees fifty-five (55) minutes West eighty-five and five tenths feet to a point fifteen (15) feet from Walnut Street; thence North thirty-three (33) degrees forty-six (46) minutes East along said Walnut Street for a distance of 122.7 feet to a point; thence South 64 degrees 58 minutes East for a distance of 61.4 feet to center of 24" oak; thence South 22 degrees West a distance of 134.7 feet along the Township road to a post and place of the beginning.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

BEING the same pieces or parcels of land title to which became vested in Gerald D. Reams and Vickylee Reams, his wife, by Deed of Alex Tatanish and Martha L. Tatanish, dated March 7, 2000 and recorded on March 8, 2000 in the office for the recording of deeds, etc., in and for Clearfield County at Instrument No. 200003182.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME GERALD D. REAMS

NO. 05-1660-CD

NOW, January 05, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Gerald D. Reams And Vickey L. Reams D/B/A Morroni Floral Shoppe to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                            |                 |
|----------------------------|-----------------|
| RDR                        | 15.00           |
| SERVICE                    | 15.00           |
| MILEAGE                    | 30.07           |
| LEVY                       | 15.00           |
| MILEAGE                    | 27.16           |
| POSTING                    | 15.00           |
| CSDS                       | 10.00           |
| COMMISSION                 | 0.00            |
| POSTAGE                    | 7.02            |
| HANDBILLS                  | 15.00           |
| DISTRIBUTION               | 25.00           |
| ADVERTISING                | 15.00           |
| ADD'L SERVICE              | 15.00           |
| DEED                       |                 |
| ADD'L POSTING              |                 |
| ADD'L MILEAGE              | 69.84           |
| ADD'L LEVY                 |                 |
| BID/SETTLEMENT AMOUNT      |                 |
| RETURNS/DEPUTIZE           |                 |
| COPIES                     | 15.00           |
|                            | 5.00            |
| BILLING/PHONE/FAX          | 5.00            |
| CONTINUED SALES            | 40.00           |
| MISCELLANEOUS              |                 |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$339.09</b> |

**DEED COSTS:**

|                         |               |
|-------------------------|---------------|
| ACKNOWLEDGEMENT         |               |
| REGISTER & RECORDER     |               |
| TRANSFER TAX 2%         | 0.00          |
| <b>TOTAL DEED COSTS</b> | <b>\$0.00</b> |

|                                |                    |
|--------------------------------|--------------------|
| DEBT-AMOUNT DUE                | 76,460.45          |
| INTEREST @                     | 0.00               |
| FROM TO                        |                    |
| PROTH SATISFACTION             |                    |
| LATE CHARGES AND FEES          |                    |
| COST OF SUIT-TO BE ADDED       |                    |
| FORECLOSURE FEES               |                    |
| ATTORNEY COMMISSION            |                    |
| REFUND OF ADVANCE              |                    |
| REFUND OF SURCHARGE            | 40.00              |
| SATISFACTION FEE               |                    |
| ESCROW DEFICIENCY              |                    |
| PROPERTY INSPECTIONS           |                    |
| INTEREST                       |                    |
| MISCELLANEOUS                  |                    |
| <b>TOTAL DEBT AND INTEREST</b> | <b>\$76,500.45</b> |

**COSTS:**

|                     |                   |
|---------------------|-------------------|
| ADVERTISING         | 545.38            |
| TAXES - COLLECTOR   |                   |
| TAXES - TAX CLAIM   |                   |
| DUE                 |                   |
| LIEN SEARCH         | 300.00            |
| ACKNOWLEDGEMENT     |                   |
| DEED COSTS          | 0.00              |
| SHERIFF COSTS       | 339.09            |
| LEGAL JOURNAL COSTS | 162.00            |
| PROTHONOTARY        | 139.00            |
| MORTGAGE SEARCH     | 120.00            |
| MUNICIPAL LIEN      |                   |
| <b>TOTAL COSTS</b>  | <b>\$1,605.47</b> |

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

## NEUGEBAUER, SWOPE &amp; SWOPE, P.C.

## ATTORNEYS AT LAW

GERALD P. NEUGEBAUER, JR.  
 THOMAS A. SWOPE III  
 LISA M. SWOPE

LAW BUILDING  
 219 SOUTH CENTER STREET  
 P.O. BOX 270  
 EBENSBURG, PA 15631

THOMAS A. SWOPE (1897-1977)

(814) 472-7151  
 FACSIMILE (814) 472-4555

April 30, 2007

Office of the Sheriff  
 Clearfield County Courthouse  
 1 North Second Street, Suite 116  
 Clearfield, PA 16830

Attn: Cindy  
 Re: M & T Bank vs. Gerald D. Reams and Vicky L. Reams  
 d/b/a Morroni Floral Shoppe  
 No. 2005-1660-CD

Dear Cindy:

Pursuant to your telephone conversation with my office, please accept this letter as my request on behalf of my client, M & T Bank, that the sale scheduled in above matter for May 4, 2007 be continued for thirty (30) days.

Thank you for your attention.

Very truly yours,

NEUGEBAUER, SWOPE & SWOPE, P.C.

  
 Lisa M. Swope, Esquire

LMS/klw  
 cc: M & T Bank

July 6, 2007 per phone call

|                               |                        |         |                  |            |     |
|-------------------------------|------------------------|---------|------------------|------------|-----|
| Post-it <sup>®</sup> Fax Note | 7671                   | Date    | 4-30-07          | # of pages | one |
| To                            | Cindy                  | From    | Lisa Swope, Esq. |            |     |
| Co./Dept.                     | Clearfield Cty Sheriff | Co.     |                  |            |     |
| Phone #                       |                        | Phone # |                  |            |     |
| Fax #                         | 765-5915               | Fax #   |                  |            |     |



## NEUGEBAUER, SWOPE &amp; SWOPE, P.C.

## ATTORNEYS AT LAW

GERALD P. NEUGEBAUER, JR.  
THOMAS A. SWOPE III  
LISA M. SWOPE

LAW BUILDING  
219 SOUTH CENTER STREET  
P.O. BOX 270  
EBENSBURG, PA 15931  
(814) 472-7151  
FACSIMILE (814) 472-4555

THOMAS A. SWOPE (1897-1877)

July 3, 2007

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Attn: Cindy  
Re: M & T Bank vs. Gerald D. Reams and Vicky L. Reams  
d/b/a Morroni Floral Shoppe  
No. 2005-1660-CD

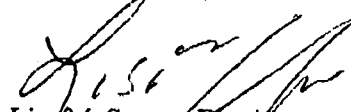
Dear Cindy:

Pursuant to your telephone conversation with my office, please accept this letter as my request on behalf of my client, M & T Bank, that the sale scheduled in above matter for July 6, 2007 be continued until September 7, 2007.

Thank you for your attention.

Very truly yours,

NEUGEBAUER, SWOPE &amp; SWOPE, P.C.

  
Lisa M. Swope, Esquire

LMS/klw  
cc: M & T Bank

|                   |                         |         |                  |            |     |
|-------------------|-------------------------|---------|------------------|------------|-----|
| Post-it® Fax Note | 7671                    | Date    | 7-3-07           | # of pages | one |
| To                | Cindy                   | From    | Lisa Swope, Esq. |            |     |
| Co./Dept.         | Clearfield City Sheriff | Co.     |                  |            |     |
| Phone #           |                         | Phone # |                  |            |     |
| Fax #             | 765-5915                | Fax #   |                  |            |     |

## NEUGEBAUER, SWOPE &amp; SWOPE, P.C.

## ATTORNEYS AT LAW

GERALD P. NEUGEBAUER, JR.  
THOMAS A. SWOPE III  
LISA M. SWOPE

LAW BUILDING  
219 SOUTH CENTER STREET  
P.O. BOX 270  
EBENSBURG, PA 16931

THOMAS A. SWOPE (1897-1977)

(814) 472-7151  
FACSIMILE (814) 472-4555

September 6, 2007

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Attn: Cindy

Re: M & T Bank vs. Gerald D. Reams and Vicky L. Reams  
d/b/a Morroni Floral Shoppe  
No. 2005-1660-CD

Dear Cindy:

Pursuant to your telephone conversation with my office, please accept this letter as my request on behalf of my client, M & T Bank, that the sale scheduled in above matter for September 7, 2007 be cancelled.

Thank you for your attention.

Very truly yours,

NEUGEBAUER, SWOPE &amp; SWOPE, P.C.

*Lisa M. Swope*  
Lisa M. Swope, Esquire

LMS/klw  
cc: M & T Bank

|                   |                         |         |                  |            |     |
|-------------------|-------------------------|---------|------------------|------------|-----|
| Post-It® Fax Note | 7671                    | Date    | 9-6-07           | # of pages | one |
| To                | Cindy                   | From    | Lisa Swope, Esq. |            |     |
| Co./Dept.         | Clearfield City Sheriff | Co.     |                  |            |     |
| Phone #           |                         | Phone # |                  |            |     |
| Fax #             | 765-5915                | Fax #   |                  |            |     |