

05-1736-CD
Northwest Savings vs TOA Fab. AI

Northwest Savings vs TOA Fabric. AI
05-1736-CD

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

TQA FABRICATIONS, INC., DORIS E.
LORD and LON A. LORD,

Defendants

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

)
) CIVIL ACTION-LAW

)
) NO. 2005-1736-CV

)
)
)
)
) COMPLAINT IN CONFESSION OF
) JUDGMENT

)
) CODE:

)
) Filed on behalf of plaintiff, Northwest Savings
) Bank

)
) Counsel of Record:
) Mark G. Claypool, Esquire
) PA I.D. No. 63199
) KNOX MCLAUGHLIN GORNALL &
) SENNETT, P.C.
) 120 West Tenth Street
) Erie, Pennsylvania 16501-1461
) (814) 459-2800

FILED

NOV 07 2005

(E)

M/12:45/u
William A. Shaw
Prothonotary

CEMS COPIES TO DRAFT W/
NOTICE + CEMS COPY TO
ATTY

NORTHWEST SAVINGS BANK,	)	IN THE COURT OF COMMON PLEAS OF
	)	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)	
)	
vs.	)	CIVIL ACTION-LAW
)	
TQA FABRICATIONS, INC., DORIS E.)	
LORD and LON A. LORD,)	
	)	NO.
Defendants)	

COMPLAINT IN CONFESSION OF JUDGMENT

AND NOW, this 1st day of November, 2005, the plaintiff, Northwest Savings Bank ("Plaintiff"), by and through its attorneys, Knox McLaughlin Gornall & Sennett, P.C., with this Complaint in Confession of Judgment against the Defendants, TQA Fabrication, Inc., Doris E. Lord and Lon A. Lord, stating as follows:

1. Plaintiff is a Pennsylvania State chartered bank with a principle place of business at 100 Liberty Street, Drawer 128, Warren, Pennsylvania 16365.
2. Defendant, TQA Fabrications, Inc., is Pennsylvania corporation, maintaining an address of 214 E. Locust Street, Clearfield, Pennsylvania 16830.
3. Defendant, Doris E. Lord, is an adult individual maintaining an address of Box 630, Glen Richey, Pennsylvania 16837.
4. Defendant, Lon A. Lord, is an adult individual maintaining an address of Box 630, Glen Richey, Pennsylvania 16837.
5. On or about April 10, 2001, Defendants executed a Line of Credit Note (the "Note") in favor of Plaintiff whereby they obtained a loan in the original amount of \$30,000

from Plaintiff which they agreed to repay with interest at a variable rate beginning on May 31, 2001. The Note was subsequently modified by Line of Credit Extension and Modification Agreements. A true and correct copy of the Note and all Line of Credit Extension and Modification Agreements (collectively the "Note") are attached hereto collectively as Exhibit A and are incorporated herein by reference

6. The Note has not been assigned.

7. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

8. Judgment has not previously been entered on the Note in any jurisdiction.

9. A default has occurred under the terms of the Note as a result of a failure to make payments when due.

10. An itemization of the amount due to the Plaintiff from the Defendants under the aforementioned instruments as of October 6, 2005 is as follows:

Principal	\$28,804.13
Interest as of October 6, 2005	952.11
Late fees	1,481.00
Costs	to be added
Attorney's commission (15%)	<u>4,320.61</u>
TOTAL	\$35,557.85

Attorney's fees, costs, charges, and interest at the rates provided by the Note continue to accrue until paid in full.


WHEREFORE, plaintiff, as authorized by the warrant of attorney contained in the attached Note, demands judgment jointly and severally against the Defendants in the amount of

\$35,557.85 plus interest at the Note rate of interest until paid in full, plus late charges, attorneys' fees and costs of suit and for such other relief as is necessary and just.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for Northwest Savings Bank

BY:


Mark G. Claypool
Pa. I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

638092

LINE OF CREDIT NOTE

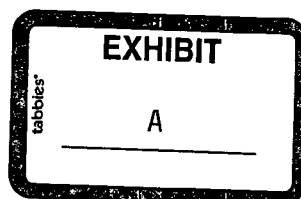
\$30,000.00

Clearfield, Pennsylvania
April 10, 2001

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the Undersigned, TQA Fabrication, Inc. ("Borrower"), an individual(s), partnership or corporation organized and existing under the laws of the State of Pennsylvania, hereby promises to pay to the order of NORTHWEST SAVINGS BANK ("Bank"), or its assigns, in lawful money of the United States of America, at its office in, Clearfield, Pennsylvania, the sum of Thirty Thousand and 00 / 100 (\$30,000.00) Dollars or such lesser amount as may be advanced and outstanding as shown on the records of the Bank, plus interest thereon accruing from the date hereof, to be payable as follows:

- (i) The entire outstanding balance of principal shall be payable on April 30, 2002, together with accrued interest then outstanding, the Maturity Date ("Maturity Date")
- (ii) Beginning May 31, 2001, and on the same day of each month thereafter until payment in full of principal and accrued interest is made, interest shall be payable on the outstanding principal balance at a floating rate which shall be equal to Bank's Prime Rate in effect from time to time plus three- quarters (0.75%) percent per annum. The interest rate shall be prospectively restated to that rate equal to the Bank's Prime Rate then in effect plus three- quarters (0.75%) percent effective as of the date of each change in the Bank's Prime Rate. Prime Rate, as used herein, means the rate determined by the Bank from time to time and publicly announced as the Bank's Prime Rate. The Bank reserves the right to make loans to other borrowers at more or less than the Bank's Prime Rate where, in its judgment, different credit factors warrant a different interest rate. The determination by the Bank of each adjusted and restated rate of interest shall be binding and conclusive on the Borrower.
- (iii) The principal of this Note may be borrowed, repaid without penalty and reborrowed from time to time, provided, however, that Bank reserves the right to decline to make any advance at any time if an event of default has occurred either under this Note or any other agreement or instrument executed by Borrower in favor of Bank; and provided, further, that the following additional conditions must be met: N/A

In the event of failure to make payment as required herein or in any other note executed by Borrower in favor of Bank, Bank may without further notice or demand declare the entire outstanding principal sum, together with accrued interest thereon, immediately due and payable.



Borrower shall pay to Bank a late charge of five (5%) percent of any monthly payment not received by Bank within fifteen (15) days after the payment is due.

This Note is secured by a Mortgage of even date herewith, granting a lien on the property commonly known as: 312 Nichols St. and 214 E. Locust St., Clearfield, PA; both properties owned by the Co- borrowers.

Borrower hereby authorizes and empowers any attorney of any court of record of Pennsylvania or elsewhere to appear for it and to confess judgment against it, and in favor of Bank, as of any term, with or without declaration filed, for the entire amount of this Note then remaining unpaid, all arrearages of interest thereon, and any other amounts due the Bank pursuant to the terms hereof and of the Loan Agreement, with costs of suit and with an attorney's commission for collection of fifteen (15%) percent of the principal amount hereof, or Three Hundred Fifty Dollars (\$350.00), whichever is the larger amount; and with respect to any judgment entered hereon, Borrower waives, in regard to any real or personal property levied upon, any right of appraisal, exemption or stay of execution under any law now in force or hereafter enacted, the right of appeal, and does release all errors. No single exercise of the power to confess judgment shall be deemed to exhaust the power and whether or not any such exercise shall be held by any court valid, voidable or void, the power shall continue undiminished and it may be exercised from time to time as often as Bank shall elect until such time as any holder hereof shall received payment in full of the principal sum together with interest and costs.

Borrower expressly agrees that no renewal or extension hereof granted, nor any indulgence shown to Borrower, nor any dealings between Bank and any person now or hereafter interested herein or in any property, tangible or intangible, securing the indebtedness evidenced by this Note, whether as owner, encumbrancer or otherwise, shall discharge, extend or in any way affect any of its obligations under this Note.

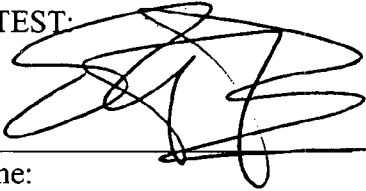
The remedies of this Note and any other documents evidencing or securing this indebtedness providing for the enforcement of the payment of the principal sum thereby secured, together with interest thereon, and for the performance of the covenants, conditions and agreements, matters and things therein and herein contained, are cumulative and concurrent and may be pursued singly, or successively, or together at the sole discretion of Bank, and may be exercised as often as occasion therefor shall occur.

Bank's failure to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any subsequent time. No agreement with respect to this Note or any collateral shall be binding upon Bank unless signed by it.

The Borrower agrees to pay all costs of collection hereof, including reasonable attorney's fees.

This Note inures to the benefit of the Bank, its successors and assigns, and is binding upon the Borrower, its successors and assigns. The Bank may transfer this Note and may transfer any collateral given under this Note to any transferee, who shall thereupon become vested with all the powers and rights given to the Bank under this Note, and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility arising under this Note.

ATTEST:



Name:

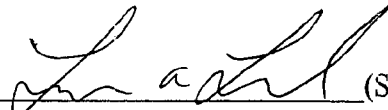
Title: U.P.

BORROWER: **TQA Fabrication, Inc.**

BY:

Name:

Title:

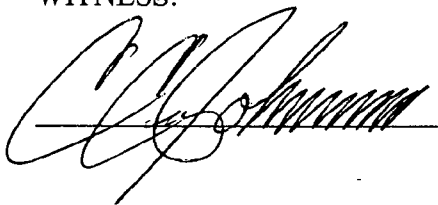
 (SEAL)



WITNESS:

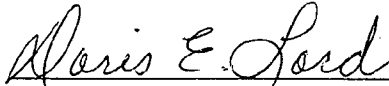


WITNESS:



CO- BORROWER: **Doris E. Lord**

BY:

 (SEAL)

CO- BORROWER: **Lon A. Lord**

BY:

 (SEAL)

LINE OF CREDIT EXTENSION AND MODIFICATION
AGREEMENT

WHEREAS, the Undersigned executed a certain Promissory Note in favor of NORTHWEST SAVINGS BANK April 10, 2001 in the original principal amount of \$30,000.00 and whereas the said Promissory Note has a maturity date May 31, 2004; of

NOW, THEREFORE, it is understood and agreed that the maturity date of ~~Paid~~ Promissory Note in the original principal amount \$30,000.00 and having a present principal balance \$29,246.20 is hereby amended effective May 28, 2004 as follows:

1. The Maturity Date of said note presently May 31, 2004 ~~be~~ hereby extended to May 31, 2005. The "Maturity Date" shall mean current maturity, or such later date as may be designated by written notice from Bank to Borrower. Borrower acknowledges and agrees that in no event will Bank be under any obligation to extend or renew the loan or this Note beyond the Maturity Date.
2. Advances will be available from the line of credit up to an amount not to ~~the~~ aggregate principal balance \$30,000.00. of

All other terms and conditions not specifically amended hereby, are to remain in full force and effect.

IN WITNESS WHEREOF, we have unto set our hand and seal this 28th day of May, 2004, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

Account No. 1555006145

BORROWER:

TQA Fabrications, Inc

By: 

Eric J Porter, President

LINE OF CREDIT EXTENSION AND MODIFICATION
AGREEMENT

WHEREAS, the Undersigned executed a certain Promissory Note in favor of NORTHWEST SAVINGS BANK dated April 10, 2001 in the original principal amount of \$30,000.00 and whereas the said Promissory Note has a maturity date of August 31, 2003;

NOW, THEREFORE, it is understood and agreed that the maturity date of said Promissory Note in the original principal amount of \$30,000.00 And having a present principal balance of \$29,250.00 is hereby amended effective August 13, 2003 as follows:

1. The maturity date of said note presently being August 31, 2003 is hereby extended to May 31, 2004.
2. Advances will be available from the line of credit up to an amount not to exceed the aggregate principal balance of \$30,000.00.

All other terms and conditions not specifically amended hereby, are to remain in full force and effect.

IN WITNESS WHEREOF, we have unto set our hand and seal this 13th day of August, 2003, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

BORROWER:

TQA Fabrications, Inc

By: 

Eric J Porter, Vice President

Account No. 1555006145

LINE OF CREDIT EXTENSION AND MODIFICATION
AGREEMENT

WHEREAS, the Undersigned executed a certain Promissory Note in favor of NORTHWEST SAVINGS BANK dated April 10, 2001 in the original principal amount of \$30,000.00 and whereas the said Promissory Note has a maturity date of May 31, 2003;

NOW, THEREFORE, it is understood and agreed that the maturity date of said Promissory Note in the original principal amount of \$30,000.00 And having a present principal balance of \$29,250.00 is hereby amended effective May 31, 2003 as follows:

1. The maturity date of said note presently being May 31, 2003 is hereby extended to August, 31, 2003.
2. Advances will be available from the line of credit up to an amount not to exceed the aggregate principal balance of \$30,000.00.

All other terms and conditions not specifically amended hereby, are to remain in full force and effect.

IN WITNESS WHEREOF, we have unto set our hand and seal this 31st day of Aug May, 2003, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

BORROWER:

TQA Fabrications, Inc.

By: 

Eric J Porter

Account No. 1555006145

LINE OF CREDIT EXTENSION AND MODIFICATION
AGREEMENT

WHEREAS, the Undersigned executed a certain Promissory Note in favor of NORTHWEST SAVINGS BANK dated April 10, 2001 in the original principal amount of \$30,000.00 and whereas the said Promissory Note has a maturity date of May 31, 2002;

NOW, THEREFORE, it is understood and agreed that the maturity date of said Promissory Note in the original principal amount of \$30,000.00 And having a present principal balance of \$27,600.00 is hereby amended effective May 31, 2002 as follows:

1. The maturity date of said note presently being May 31, 2002 is hereby extended to May 31, 2003.
2. Advances will be available from the line of credit up to an amount not to exceed the aggregate principal balance of \$30,000.00.

All other terms and conditions not specifically amended hereby, are to remain in full force and effect.

IN WITNESS WHEREOF, we have unto set our hand and seal this 31st day of May, 2002, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

BORROWER:

TQA Fabrications, Inc

By: 

Eric J Porter, Vice President

Account No. 1555006145

LINE OF CREDIT EXTENSION AND MODIFICATION AGREEMENT

Whereas TQA Fabrications, Inc., executed a certain Line of Credit Note in favor of Northwest Savings Bank dated April 10, 2001 in the amount of Thirty Thousand (\$30,000.00) Dollars and whereas the said Note has a maturity date of April 30, 2002, now therefore, it is understood and agreed that the maturity date of said Note in the original amount of \$30,000.00 and having a present balance of \$21,100.00 is hereby amended effective September 28, 2001 as follows:

1. The maturity date of said note, presently being April 30, 2002 is hereby extended to May 31, 2002.
2. Advances will be available from the line of credit up to an amount not to exceed the aggregate principal balance amount of \$30,000.

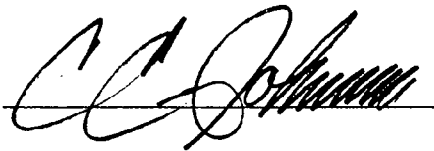
All other terms and conditions not specifically amended hereby are to remain in full force and effect.

In witness whereof we have hereunto set our hand and seals this 28th day of September, 2001, intending to be mutually bound hereby.

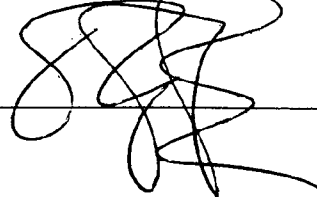
NORTHWEST SAVINGS BANK

BORROWER: TQA Fabrications, Inc.

By:



By:



(SEAL)

Account No. 1555006145

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

TQA FABRICATIONS, INC., DORIS E.
LORD and LON A. LORD,

Defendants

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

) CIVIL ACTION-LAW
)
)

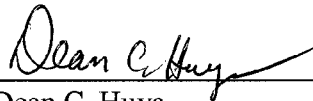
) NO.
)
)

AFFIDAVIT

Dean C. Huya, being duly sworn, states as follows:

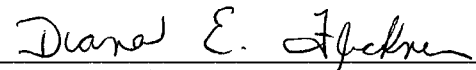
1. I am a Vice President of Credit Review of the Plaintiff, Northwest Savings Bank.

2. I have had the opportunity to review the original instrument referenced in the instant complaint in judgment and I verify that Exhibit A is a true and correct copy of the original to the best of my knowledge, information and belief.



Dean C. Huya

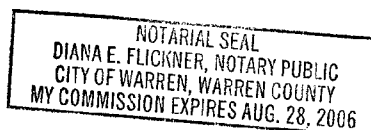
SWORN TO AND SUBSCRIBED BEFORE ME
THIS 28th DAY OF October, 2005.



Notary Public

My commission expires: _____

638092



NORTHWEST SAVINGS BANK,	)	IN THE COURT OF COMMON PLEAS OF
	)	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)	
)	
vs.	)	CIVIL ACTION-LAW
)	
TQA FABRICATION, INC., DORIS E.)	
LORD and LON A. LORD,)	
	)	NO.
Defendants)	

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the complaint filed in this action, the undersigned hereby appears for the Defendants and confesses judgment in favor of Northwest Savings Bank and against the Defendants as follows:

Principal	\$28,804.13
Interest as of October 6, 2005	952.11
Late fees	1,481.00
Costs	to be added
Attorney's commission (15%)	<u>4,320.61</u>
TOTAL	\$35,557.85

Attorney's fees, costs, charges, and interest at the variable rate provided by the Note continue to accrue until paid in full.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for Northwest Savings Bank

BY: _____

Mark G. Claypool
Pa. I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

NORTHWEST SAVINGS BANK,	)	IN THE COURT OF COMMON PLEAS OF
	)	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)	
)	
vs.	)	CIVIL ACTION-LAW
)	
TQA FABRICATIONS, INC., DORIS E.)	
LORD and LON A. LORD,)	
	)	NO.
Defendants)	

CERTIFICATE OF RESIDENCE

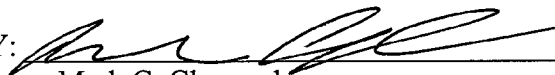
I hereby certify that the address of the plaintiff is 100 Liberty Street, Drawer 128,
Warren, PA 16365, that the last known addresses of the Defendants are as follows:

TQA Fabrications, Inc.
214 E. Locust Street
Clearfield, PA 16850

Lon A. Lord
Box 630
Glen Richey, PA 16837

Doris E. Lord
Box 630
Glen Richey, PA 16837

BY:

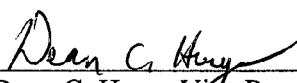


Mark G. Claypool
Pa. I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

NORTHWEST SAVINGS BANK,	)	IN THE COURT OF COMMON PLEAS OF
	)	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)	
)	
vs.	)	CIVIL ACTION-LAW
)	
TQA FABRICATIONS, INC., DORIS E.)	
LORD and LON A. LORD,)	
	)	NO.
Defendants)	

VERIFICATION

On this, the 1st day of November, 2005, Dean C. Huya, the undersigned, deposes and states that he is a Vice President of Credit Review of the Plaintiff, Northwest Savings Bank, that as such he is authorized to execute this verification on behalf of the Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, subject to the penalties of 18 Pa.C.S. §4904 relating to the unsworn falsification to authorities.



 Dean C. Huya, Vice President of Credit Review
 Northwest Savings Bank

NORTHWEST SAVINGS BANK,	)	IN THE COURT OF COMMON PLEAS OF
	)	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)	
)	
vs.	)	CIVIL ACTION-LAW
)	
TQA FABRICATIONS, INC., DORIS E.)	
LORD and LON A. LORD,)	
	)	NO.
Defendants)	

TO THE DEFENDANT:

YOU ARE HEREBY NOTIFIED, as required by law, that a judgment has been entered against you in the amount of \$35,557.85, plus interest at the rate provided in the Note and attorneys' fees and costs at the above term and number on _____. You will find enclosed copies of all documentation filed in this Office in support of the Confession of Judgment. If you believe you were incorrectly identified and are not responsible for payment of the obligation, which formed the basis for this judgment, you should contact an attorney immediately. It may necessary for you to file a Petition to Strike the Judgment, present it to a Judge and request a prompt hearing. The petition can be in the form set forth at Rule 2967 of the Pennsylvania Rules of Civil Procedure. If the Court finds that you were in fact incorrectly identified, you may be entitled to recover your court costs and reasonable attorney's fees. A copy of Rules 2959 and 440 of the Pennsylvania Rules of Civil Procedure is attached for your reference. If you have any questions, please contact Mark G. Claypool, Esquire, 120 West Tenth Street, Erie, Pennsylvania 16501-1461; telephone (814) 459-2800.

CLERK OF RECORDS
PROTHONOTARY DIVISION

BY: _____
Prothonotary

PENNSYLVANIA RULES OF CIVIL PROCEDURE

Rule 440. Service of Legal Papers other than Original Process

(a)(1) Copies of all legal papers other than original process filed in an action or served upon any party to an action shall be served upon every other party to the action. Service shall be made

(i) by handing or mailing a copy to or leaving a copy for each party at the address of the party's attorney of record endorsed on an appearance or prior pleading of the party, or at such other address as a party may agree, or

(ii) by transmitting a copy by facsimile to the party's attorney of record as provided by subdivision (d).

(2)(i) If there is no attorney of record, service shall be made by handing a copy to the party or by mailing a copy to or leaving a copy for the party at the address endorsed on an appearance or prior pleading or the residence or place of business of the party, or by transmitting a copy by facsimile as provided by subdivision (d).

(ii) If such service cannot be made, service shall be made by leaving a copy at or mailing a copy to the last known address of the party to be served.

(b) Service by mail of legal papers other than original process is complete upon mailing.

(c) If service of legal papers other than original process is to be made by the sheriff, he shall notify by ordinary mail the party requesting service to be made that service has or has not been made upon a named party or person.

(d)(1) A copy may be served by facsimile transmission if the parties agree thereto or if a telephone number for facsimile transmission is included on an appearance or prior legal paper filed with the court.

(2) The copy served shall begin with a facsimile cover sheet containing (i) the name, firm, address, telephone number, of both the party making service and the party served, (ii) the facsimile telephone number of the party making service and the facsimile telephone number to which the copy was transmitted, (iii) the title of the legal paper served and (iv) the number of pages transmitted.

(3) Service is complete when transmission is confirmed as complete.

PENNSYLVANIA RULES OF CIVIL PROCEDURE

Rule 2959. Striking Off or Opening Judgment; Pleadings; Procedure

(a)(1) Relief from a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

- (i) in support of a further request for a stay of execution where the court has not stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and
- (ii) as provided by Rule 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440.

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which in a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment are pending.

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

NORTHWEST SAVINGS BANK
Plaintiff

Vs.

TQA FABRICATIONS, INC., DORIS
E. LORD and LON A. LORD,
Defendants

No. 2005-1736-CD

Type of Case: Civil

Type of Filing:
Partial Release of
Judgment Lien

Filed on behalf of:
Plaintiff, Northwest Savings Bank

FILED *at 7:00 PM*
0/11/30
OCT 26 2009 *NO CL.*
(60)

William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK	:	No. 2005-1736-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
TQA FABRICATIONS, INC., DORIS E.	:	
LORD and LON A. LORD,	:	
Defendants	:	

PARTIAL RELEASE OF JUDGMENT LIEN

The following premises are hereby released from the lien of the judgment in this case:

ALL that certain lot or tract of land together with all improvements thereon situate in the Village of Glen Richey, Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on an alley and adjoining the street or road leading to land now or formerly of Thomas Spackman's; thence by said alley South thirty-five (35) degrees East 146½ feet to a post corner of Lot No. 14; thence by said road South thirty-five (35) degrees West 97 feet to a street or road; thence by the same North twenty-four and one-fourth (24 1/4) degrees West 142 feet to a post; thence North fourteen and one-half (14½) degrees West 20 feet to a post; thence North sixty-three and one-fourth (63 1/4) degrees East 56 feet to place of beginning and containing 45 perches, being known as Lot No. 15.

UNDER AND SUBJECT to an exception and reservation of all the coal and other minerals in and upon the above-described premises or lot of ground together with the rights of ingress, egress and regress to mine and remove the same, said rights having been heretofore conveyed to other parties by a former owner of the property.

Being identified in the Clearfield County Mapping and Assessment Office as Tax Map No. 123-J10-476-00016.

BEING the same premises conveyed to Cindy M. Selfridge by deed of Lon A. Lord and Angela M. Castelli, his wife, dated November 27, 2006 and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200619967

This shall only release the above described property from this judgment and the within judgment shall remain on the records of the Prothonotary of the County of Clearfield against any and all other properties of the defendant in said County.

IN WITNESS WHEREOF, I the undersigned officer of the said **NORTHWEST SAVINGS BANK**, have hereunto set my hand and seal this 19th day of October, 2009.

Signed, Sealed and Delivered
in Presence of

Lisa R. Kline

Lisa R. Kline
Asst. Vice President

C. Eric Johnson

C. Eric Johnson
Senior Vice President

State of Pennsylvania
County of Clearfield

On this, the 19th day of October in the Year of Our Lord, 2009, before me, a notary public, personally appeared C. Eric Johnson who acknowledged himself/herself to be the Senior Vice President of **NORTHWEST SAVINGS BANK**, and that he/she as such Senior vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Senior Vice President.

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

Roberta J. McGary

Notary Public
My Commission Expires:

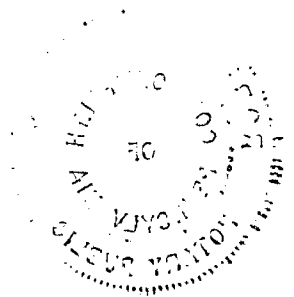
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Roberta J. McGary, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires Nov. 13, 2012
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
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FILED

OCT 26 2009

William A. Shaw
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NORTHWEST SAVINGS BANK : No. 2005-1736- CD
Plaintiff :
:
Vs. :
TQA FABRICATIONS, INC., DORIS E. :
LORD and LON A. LORD, :
Defendants :

FILED
JAN 24 2013
William A. Shaw
Prothonotary/Clerk of Courts
no 96

PARTIAL RELEASE OF JUDGMENT LIEN

The following premises are hereby released from the lien of the judgment in this case:

ALL that certain lot or piece of land in the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEING a portion of lot No. 129 and beginning at the northeast corner of Third and Walnut Street, east twenty six (26) feet to line of lot now or formerly of J. Clyde Staver; thence by a line parallel with third Street and twenty six (26) feet distant there from, north seventy and six tenths (70.6) feet to a line of lot formerly of A. Knight Staver, now Forrest S. Summerville, et ux; thence along the said Summerville lot West twenty six (26) feet to Third Street; thence along Third Street south seventy and six tenths (70.6) feet to the place of beginning having erected thereon a two story frame house. This description is subject to correction as contained in Decree of court dated March 1, 1974 and recorded in Clearfield County Deed Book 673 Page 48.

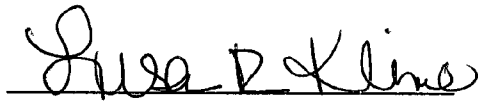
Being Identified in the Clearfield County Mapping and Assessment Office as Tax Map No. 4.4-K08-219-00070.

This shall only release the above described property from this judgment and the within judgment shall remain on the records of the Prothonotary of the County of Clearfield against any and all other properties of the defendant in said County.

INWITNESS WHEREOF, I the undersigned officer of the said NORTHWEST SAVINGS BANK, have hereunto set my hand and seal this 23rd day of October, 2013.

Signed, Sealed and Delivered

in Presence of



Lisa R. Kline

Asst. Vice President



C. Eric Johnson

Senior Vice President

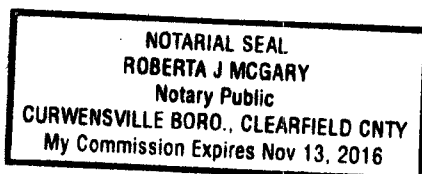
State of Pennsylvania)

)

County of Clearfield)

On this, the 23rd day of January in the year of our Lord, 2013, before me, a notary public, personally appeared C. Eric Johnson who acknowledged himself to the Senior Vice President of NORTHWEST SAVINGS BANK, and that he/she as such Senior Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Senior vice President.

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



Notary Public

My Commission Expires: 11/13/16

FILED
JAN 24 2013
William A. Shaw
Prothonotary/Clerk of Courts

NOTARIAL SEAL
ROBERTA J. MCGRATH
Notary Public
CHURCHESVILLE BORO., CLEARFIELD CNTY.
My Commission Expires Nov 13, 2016

