

05-1742-CD
Northwest Savings vs Lon A. Lord

05-1742-CD
Northwest Savings vs Lon Lord et al

NORTHWEST SAVINGS BANK,
Plaintiff
vs.
LON A. LORD and KRISTIE E. LORD,
Defendants

FILED

NOV 07 2005

William A. Shaw
Prothonotary

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DEFTS

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

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, Lon A. Lord and Kristie E. 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, Lon A. Lord, is an adult individual maintaining an address of Box 630, Glen Richey, Pennsylvania 16837.
3. Defendant, Kristie E. Lord, is an adult individual maintaining an address of Box 630, Glen Richey, Pennsylvania 16837.
4. A true and correct copy of a Continuing Guaranty dated January 16, 2002 ("Guaranty") is attached hereto and is incorporated herein by reference as Exhibit A. Under the terms of the Guaranty, Lon A. Lord and Kristie E. Lord (the "Defendants") guaranteed payment in full of all amounts due plaintiff under a loan by and between plaintiff and TQA Fabrications,

Inc. as evidenced by a Line of Credit dated January 16, 2002 in the original principal amount of \$70,000. A true and correct copy of the Line of Credit Note and all modifications are attached hereto collectively as "Exhibit B" and are incorporated herein by reference.

5. The Guaranty has not been assigned.
6. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
7. Judgment has not previously been entered on the Guaranty in any jurisdiction.
8. A default has occurred under the terms of the Guaranty and the Note as a result of a failure to make payments when due.
9. 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	\$69,098.61
Interest as of October 6, 2005	2,481.78
Late fees	3,561.48
Costs	to be added
Attorney's commission (15%)	<u>10,364.79</u>
TOTAL	\$85,506.66

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

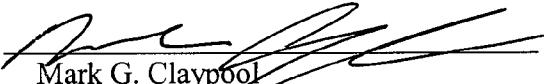
WHEREFORE, plaintiff, as authorized by the warrant of attorney contained in the attached Guaranty, demands judgment jointly and severally against the Defendants in the amount

of \$85,506.66 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

638080

CONTINUING GUARANTY

THIS CONTINUING GUARANTY is made on this day, 01/16/2002 by the persons or entities whose names and signatures appear below (collectively, "Guarantors") to NORTHWEST SAVINGS BANK, ("Bank").

WITNESSETH:

WHEREAS,

TQA Fabrications, Inc.

("Borrower"), is, on this date, borrowing money from Bank and may from time to time hereafter desire to borrow additional moneys from Bank, such current and future borrowings to be evidenced by notes and related documents to be executed and delivered by Borrower to Bank (collectively, the "Obligations"); and

WHEREAS, Bank, as a condition of extending credit to Borrower as represented by the Obligations, requires that the Guarantors obligate themselves unconditionally for the payment and satisfaction of the Obligations; and

WHEREAS, to induce Bank to extend credit to Borrower as represented by the Obligations, Guarantors are willing to guarantee the Obligations; and

WHEREAS, it is in the interests of Guarantors that credit as represented by the Obligations be extended to Borrower.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, Guarantors agree as follows:

ARTICLE I REPRESENTATIONS AND WARRANTIES

Guarantors represent and warrant that:

Section 1.01. Binding Effect. This Guaranty constitutes the valid and binding obligation of each of the Guarantors.

Section 1.02. Financial Condition. Guarantors acknowledge that they are fully cognizant of Borrower's financial condition, that Borrower is in sound financial condition and is able to perform in accordance with the terms and conditions of the Obligations, that they have access to such information as will enable them to remain informed of such financial condition and that they will not rely on Bank to provide them with any such information.

EXHIBIT

A

ARTICLE II GUARANTY AND SURETYSHIP

Section 2.01. The Guaranty and Suretyship. Guarantors hereby unconditionally guarantee and become surety to Bank and its successors and assigns for the full and punctual payment when due (whether at stated maturity, upon acceleration, or otherwise) of the Obligations and all other amounts payable by Borrower pursuant thereto, including all costs, expenses and reasonable attorney's fees at any time paid or incurred by

Bank in making, maintaining or administering the credit as represented by the Obligations, in endeavoring to collect any of the Obligations and in enforcing any guaranties thereof. Upon failure by Borrower to pay punctually any such amount, Guarantors shall forthwith on demand pay the amount not so paid at the place and in the manner specified in the Obligations without previous suit, judgment or execution against Borrower.

Section 2.02. Guaranty Joint and Several. Guarantors acknowledge and agree that the obligation created by this Guaranty shall be joint and several as between themselves and also with any other guaranties executed this date and any additional guaranties hereafter executed.

Section 2.03. Guaranty Unconditional. The Obligations of Guarantors under this Guaranty shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

- (i) Any extension, renewal, settlement, compromise, waiver or release in respect of Borrower or any other guarantor;
- (ii) Any modification or amendment of or supplement to the Obligations;
- (iii) Any release, non-perfection or invalidity of any direct or indirect security for any of the Obligations;
- (iv) Any change in the existence, structure or ownership of Borrower, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Borrower or its assets;
- (v) The existence of any claim, set-off or other rights that Guarantors may have at any time against Borrower, the Bank, or any other person, whether in connection herewith or any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;
- (vi) Any invalidity or unenforceability for any reason of any of the Obligations, or any provision of applicable law or regulation purporting to prohibit the payment by Borrower of any of the Obligations;
- (vii) Any other act or omission to act or delay of any kind by Borrower, Bank or any other person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of Borrower with respect to any of the Obligations.

Section 2.04. Discharge Only Upon Payment in Full; Reinstatement in Certain Circumstances.

This is a continuing guaranty by Guarantors and may not be withdrawn or revoked under any circumstances. Guarantors' Obligations hereunder shall remain in full force and effect until the Obligations shall have been paid in full. If at any time any payment of the Obligations is rescinded or must be otherwise restored upon the insolvency, bankruptcy or reorganization of Borrower or otherwise. Guarantors' Obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

Section 2.05. Waiver by Guarantors. Guarantors irrevocably waive acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action can be taken by any corporation or person against Borrower, any other Guarantor or other corporation or person.

Section 2.06. Subrogation. Upon making any payment with respect to Borrower hereunder, Guarantors shall be subrogated to the rights of the payee against Borrower with respect to such payment; provided that Guarantors shall not enforce any payment by way of subrogation until all of the Obligations have been paid in full.

Section 2.07. Stay of Acceleration. If acceleration of the time for payment of any amount payable by Borrower pursuant to the Obligations is stayed upon the insolvency, bankruptcy or reorganization of Borrower, all such amount otherwise subject to acceleration under the terms of the Obligations shall nonetheless be payable by Guarantors hereunder forthwith on demand by the Bank pursuant to the Obligations.

Section 2.08. Extensions, Refinancings and Releases. Guarantors hereby assent that Bank may at any time and from time to time, either before or after the maturity thereof, without further notice to or further consent of Guarantors, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Obligations, and may also make any agreement with Borrower or with any other party or person liable on any of the Obligations, or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Bank and Borrower or any such other party or person, without in any way impairing or affecting this Guaranty. This Guaranty shall in no way be impaired or affected by an acceptance by Bank of any security for the Obligations or by any disposition of, or failure, neglect, or omission on the part of Bank to realize upon, any of the Obligations or upon any collateral or security, including failure to perfect any security interest in any collateral or security or any other impairment of collateral of whatever kind, for any or all of the Obligations, or by any application of payments or credits thereon. Bank shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Obligations, or any part of them. In order to hold Guarantors liable hereunder, there shall be no necessity or duty on the part of Bank to resort at any time for payment to Borrower, or to any other person or corporation, or to all or any of the Obligations, or to any collateral, or security or property whatsoever.

Section 2.09. Setoff. All accounts, deposits and property of the Guarantors with or in the hands of Bank shall be pledged as collateral security for the Obligations, and Bank shall have the same right of setoff with respect to deposits and other credits of the Guarantors as it has with respect to deposits and other credits of Borrower.

ARTICLE III MISCELLANEOUS

Section 3.01. No Waivers. No failure or delay by Bank or its successors or assigns in exercising any right, power or privilege hereunder or under the Obligations shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 3.02. Successors and Assigns. The provisions of this Guaranty shall be binding upon the respective heirs, executors, administrators, successors and assigns of Guarantors.

Section 3.03. Pennsylvania Law. This Guaranty shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

Section 3.04. Confession of Judgment. Guarantors do hereby authorize and empower any attorney of record of Pennsylvania, or elsewhere, to appear for and to enter judgment against any or all of them to the full extent of all amounts due or as may become due from Guarantors hereunder and in favor of Bank, with or without declaration, with costs of suit, release of errors, without stay of execution and with fifteen (15%) percent of the principal amount of the Obligations or Three Hundred Fifty Dollars (\$350.00), whichever is greater, added for attorney's fees; and with respect to any judgment entered hereon, Guarantors waive, in regard to any real or personal property levied upon, any right of appraisement, exemption or stay of execution under any law now in force or hereafter enacted, the right of appeal, and do 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 the Obligations shall be paid in full.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty as of the day and year first above written.

WITNESS

By:

By:

GUARANTOR:

Lon A. Lord

Kristie E. Lord

LINE OF CREDIT NOTE
(Variable Rate)

\$70,000.00

01/16/2002

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND
HEREBY, the Undersigned,

TQA Fabrications, Inc.

("Borrower") a(n) Corporation organized and existing under the
laws of the State of PA 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, PA 16830
the sum of \$70,000.00 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
May 31, 2002 together with accrued interest then outstanding the
Maturity Date ("Maturity Date");
- (ii) Beginning February 28, 2002 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 1.250%
per annum.

The interest rate shall be prospectively restated to that rate equal to the Bank's
Prime Rate then in effect plus 1.250% 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 annual interest rate for this Note is computed on a 365/360 basis; that is,
by applying the ratio of the annual interest rate over a year of 360 days,
multiplied by the outstanding principal balance, multiplied by the actual
number of days the principal balance is outstanding. Borrower will pay
Lender at Lender's address shown above or at such other place as Lender may
designate in writing. Unless otherwise agreed or required by applicable law,

EXHIBIT

tabbies

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payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges

(iv) The principal of this Note may be borrowed, repaid without penalty and re-borrowed 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: Quarterly Accounts Receivable Agings

Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under any and 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. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired. (i) Lender in good faith deems itself insecure.

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:

Security Agreement of even date herewith, granting a lien on the Borrower's personal property described therein.

Mortgage of even date herewith, granting a lien on the real estate described therein.



Unsecured.

Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

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 appraisement, 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 receive 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.

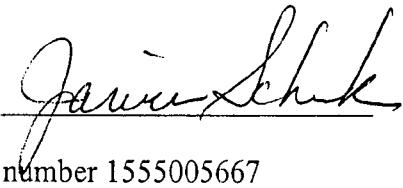
Bank's failure to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any subsequent time. No agreement with respect to this Note or any collateral shall be binding upon Bank unless signed by it.

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.

WITNESS:

By:

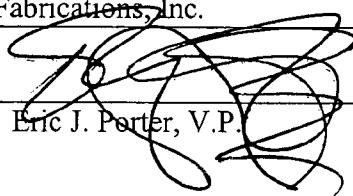


Loan number 1555005667

BORROWER:

TQA Fabrications, Inc.

By:



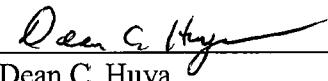
Eric J. Porter, V.P.

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

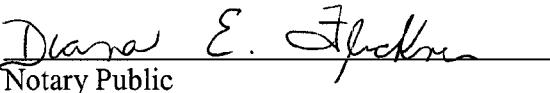
AFFIDAVIT

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.

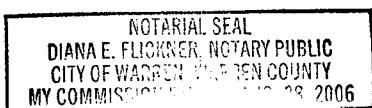

Dean C. Huya

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


Diana E. Flickner
Notary Public

My commission expires: _____

638080



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

CONFESSTION 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	\$69,098.61
Interest as of October 6, 2005	2,481.78
Late fees	3,561.48
Costs	to be added
Attorney's commission (15%)	<u>10,364.79</u>
TOTAL	\$85,506.66

Attorney's fees, costs, charges, and interest at the variable rate provided by the Notes 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
Plaintiff)) CLEARFIELD COUNTY, PENNSYLVANIA
vs.))
LON A. LORD and KRISTIE E. LORD,)) CIVIL ACTION-LAW
Defendants))) NO.
))

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:

Lon A. Lord
P.O. Box 630
Glen Richey, PA 16837

Kristie E. Lord
P.O. 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

638080

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

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.

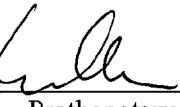
Dean C. Huya
Dean C. Huya, Vice President of Credit Review
Northwest Savings Bank

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
Plaintiff)) CLEARFIELD COUNTY, PENNSYLVANIA
vs.))
LON A. LORD and KRISTIE E. LORD,)) CIVIL ACTION-LAW
Defendants))) NO. 2005-1742-CV
))

TO THE DEFENDANT:

YOU ARE HEREBY NOTIFIED, as required by law, that a judgment has been entered against you in the amount of \$85,506.66, plus interest at the rate provided in the Notes and attorneys' fees and costs at the above term and number on Nov. 7, 2005. 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.

FILED
NOV 07 2005
William A. Shaw
Prothonotary

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

NORTHWEST SAVINGS BANK : No. 2005-1742-CD
Plaintiff :
Vs. : Type of Case: Civil
LON A. LORD and KRISTIE E. LORD : Type of Filing:
Defendants : Partial Release of
: Judgment Lien
: Filed on behalf of:
: Plaintiff, Northwest Savings Bank

2007.00 P/L
FILED NO. 6
01/11:30AM
OCT 26 2009 (60)

5
William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK : No. 2005-1742-CD
Plaintiff :
Vs. :
LON A. LORD and KRISTIE E. 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

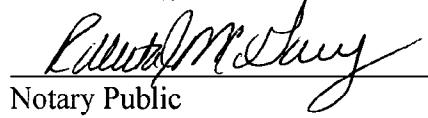

C. Eric Johnson
Senior Vice President

State of Pennsylvania
County of Clearfield

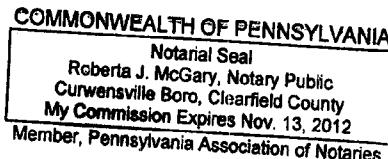
{

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 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 as Senior Vice President

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



Roberta J. McGary
Notary Public
My Commission Expires:



FILED

OCT 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

NORTHWEST SAVINGS BANK,)
Plaintiff)
v.)
LON A. LORD AND KRISTIE E. LORD,)
Defendants)
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
No. 2005-01742-CD

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Issue Writ of Revival of Judgment entered at Case No. 2005-1742-CD with the Court of Common Pleas of Clearfield County, Pennsylvania indexed against Kristine E. Lord, in the amount of \$100,662.78 plus attorney fees, costs and interest at the Note rate from February 10, 2011. Costs, fees and interest continue to accrue until paid in full.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorney for Plaintiffs

By:

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

#941611.v1

FILED 1CC w/lnit
FEB 25 2011 Atty
S Atty pd \$20.00
William A. Straw
Prothonotary/Clerk of Courts
Cle

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS
Plaintiff) OF CLEARFIELD COUNTY,
v.) PENNSYLVANIA
LON A. LORD AND KRISTIE E. LORD,) No. 2005-01742-CD
Defendants) *Copy*

WRIT OF REVIVAL

TO: LON A. LORD AND KRISTIE E. LORD

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the Judgment entered at 2005-01742-CD with the Court of Common Pleas of Clearfield County, Pennsylvania.
2. The Plaintiff claims that the amount due and unpaid is \$100,662.78 plus attorney fees, costs and interest from February 10, 2011. Interest, costs and fees continue to accrue until paid in full
3. You are required within twenty (20) days after service of this Writ to file an answer or otherwise plead to this Writ. If you fail to do so, judgment of revival in the amount claimed by the Plaintiff may be entered without a hearing and you may lose your property or other important rights.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**Daniel J. Nelson, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982**

Date: February 25, 2011

WJL *BS*
PROTHONOTARY

By: _____
Deputy Prothonotary

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS
) OF CLEARFIELD COUNTY,
) PENNSYLVANIA
 Plaintiff)
)
 v.) No. 2005-01742-CD
)
 LON A. LORD AND KRISTIE E. LORD,)
)
 Defendants)

PRAECIPE FOR ENTRY OF REVIVAL OF COMPLAINT IN CONFESSION OF JUDGMENT

To the Prothonotary:

Please enter judgment of revival in favor of the above-named Plaintiff and against the above-named Defendant for failure to file an answer in the above action within twenty days from the date of service of the Writ of Revival and within ten days from the date of service of the notice of Praecept For Entry Of Revival Of Complaint in Confession of Judgment. Assess the Plaintiff's damages as follows:

Principal:	\$ 70,255.77
Interest:	\$ 26,845.53
Late Fees:	\$ 3,561.48
Costs:	to be added
Attorney's Commission:	<u>to be added</u>
TOTAL	\$100,662.78

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

BY:

~~Mark G Claypool, Esquire
120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800
Attorney for Plaintiff,
Northwest Savings Bank~~

5
FILED No cc
APR 14 2011 Notice to Def.
William A. Shaw
Prothonotary/Clerk of Courts

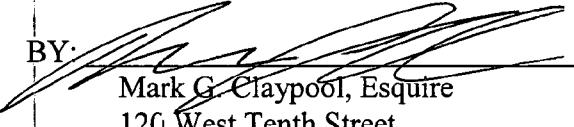
NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS
Plaintiff) OF CLEARFIELD COUNTY,
v.) PENNSYLVANIA
LON A. LORD AND KRISTIE E. LORD,)
Defendants)
No. 2005-01742-CD

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 31st day of March, 2011, a written notice of intention to file a Praeclipe For Entry of Revival of Complaint in Confession of Judgment pursuant to Pa.R.C.P. 237.1, a copy of which is attached hereto, was mailed to the Defendant.

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

BY:


Mark G. Claypool, Esquire
120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800
Attorney for plaintiff,
Northwest Savings Bank

Dated: April 13, 2011

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
Plaintiff) CLEARFIELD COUNTY, PENNSYLVANIA
vs.)
LON A. LORD and KRISTIE E. LORD,) NO. 2006-01742-CD
Defendants)

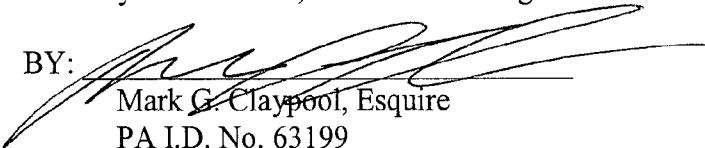
IMPORTANT NOTICE

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

Daniel J. Nelson, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

Dated: March 31, 2011

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

BY: 

Mark G. Claypool, Esquire
PA I.D. No. 63199
120 West 10th Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

CERTIFICATE OF MAILING

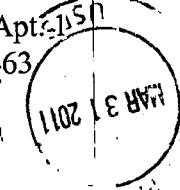
ITEM MAILED: P.S. Form 3817
DATED MAILED: March 31, 2011

Mr. Lon A. Lord
214 East Locust Street, Apt. 1
Clearfield, PA 16830-2463

Mrs. Kristie E. Lord
214 East Locust Street, Apt. 1
Clearfield, PA 16830-2463

949458.v1

U.S. POSTAL SERVICE		CERTIFICATE
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL		
NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From: <u>Mark G. Claypool, Esquire,</u> <u>Knox McLaughlin Gornall & Sennett, P.C.</u> <u>120 West Tenth Street</u> <u>Erie, PA 16501</u>		
Mr. Lon A. Lord 214 East Locust Street, Apt. 1 Clearfield, PA 16830-2463		

U.S. POSTAGE  MAR 31 2011

\$ 001.15⁰

0001361762 MAR 31 2011

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL		
NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From: <u>Mark G. Claypool, Esquire,</u> <u>Knox McLaughlin Gornall & Sennett, P.C.</u> <u>120 West Tenth Street</u> <u>Erie, PA 16501</u>		
Mrs. Kristie E. Lord 214 East Locust Street, Apt. 1 Clearfield, PA 16830-2463		

U.S. POSTAGE  MAR 31 2011

\$ 001.15⁰

0001361762 MAR 31 2011

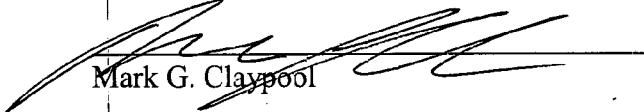


PS Form 3817, January 2001

NORTHWEST SAVINGS BANK,	)	IN THE COURT OF COMMON PLEAS
	)	OF CLEARFIELD COUNTY,
	)	PENNSYLVANIA
Plaintiff)	
)	
v.	)	No. 2005-01742-CD
)	
LON A. LORD AND KRISTIE E. LORD,)	
)	
Defendants)	

VERIFICATION

On this, the 13th day of April, 2011, the undersigned, Mark G. Claypool, states that he makes this verification on behalf of the above-named Plaintiff being authorized to do so, and that he knows upon information and belief and therefore avers that the Defendants' last known address was Lon A. Lord and Kristie E. Lord, 214 East Locust Street, Apt. 1, Clearfield, PA 16830. This verification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



Mark G. Claypool

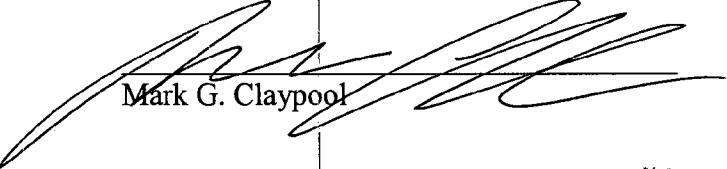
NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS
Plaintiff) OF CLEARFIELD COUNTY,
v.) PENNSYLVANIA
LON A. LORD AND KRISTIE E. LORD,) No. 2005-01742-CD
Defendants)

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ERIE)

SS:

Before me, the undersigned a notary public, in and for the County and Commonwealth above, personally appeared Mark G. Claypool, Esquire, Attorney for Northwest Savings Bank, who being duly sworn by law, deposes and says that to the best of his knowledge, information and belief, the Defendants are not in the military service of the United States of America and that this Affidavit is being supplied according to information furnished to the undersigned by the Plaintiff, above described.


Mark G. Claypool

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 13th DAY OF APRIL, 2011.

Michele L. Seigworth
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Michele L. Seigworth, Notary Public
City of Erie, Erie County
My Commission Expires Jan. 13, 2015

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS
Plaintiff) OF CLEARFIELD COUNTY,
v.) PENNSYLVANIA
LON A. LORD AND KRISTIE E. LORD,) No. 2005-01742-CD
Defendants)

JUDGMENT

AND NOW, this 14th day of April, 2011, revived judgment is entered in favor of the above-named Plaintiff and against the above-named Defendants for failure to file an answer. The damages of the Plaintiff are assessed as above in the sum of \$100,662.78 plus attorney fees, interest and costs of suit.

William H. Gray, Jr.

Prothonotary

941647.v1

NORTHWEST SAVINGS BANK,)
Plaintiff)
v.)
LON A. LORD AND KRISTIE E. LORD,)
Defendants)

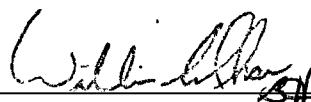
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

No. 2005-01742-CD

TO: Lon A. Lord
214 East Locust Street, Apt. 1
Clearfield, PA 16830

Kristie E. Lord
214 East Locust Street, Apt. 1
Clearfield, PA 16830

You are hereby notified that a revived judgment has been entered against you in
the amount of One Hundred Thousand Six Hundred Sixty-Two and 78/100 (\$100,662.78)
Dollars at the above term and number on April 14, 2011.



Prothonotary

NORTHWEST SAVINGS BANK,)
Plaintiff)
v.)
LON A. LORD AND KRISTIE E. LORD,)
Defendants)

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

) No. 2005-01742-CD

FILED

APR 18 2011
MILLER, Jo
William A. Shaw
Prothonotary/Clerk of Courts
W/C

PRAECIPE TO CLARIFY CLERICAL ERROR FOR WRIT OF REVIVAL

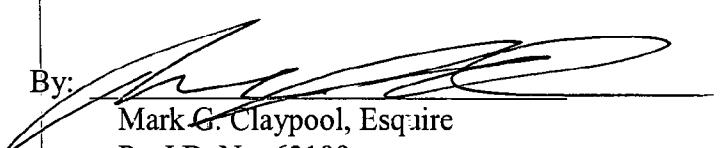
TO THE PROTHONOTARY:

The purpose for this Praecipe is to clear up the clerical issue in the original Praecipe for Writ of Revival that was indexed against Kristie E. Lord only. The Writ of Revival was issued to both parties by the Prothonotary on February 25, 2011 and service of the same was made on both parties. Lon A. Lord is a defendant in this matter and should have been indexed with the initial Praecipe for Writ of Revival at Case No. 2005-1742-CD with the Court of Common Pleas of Clearfield County, Pennsylvania in the amount of \$100,662.78 plus attorney fees, costs and interest at the Note rate from February 10, 2011.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorney for Plaintiffs

By:


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

Prothonotary/Clerk of Courts
William A Shaw
April 18 2011

FILED
APR 18 2011

2011-04-18 10:45:00-04:00

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

LON A. LORD AND KRISTIE E. LORD,
Defendants

) IN THE COURT OF COMMON PLEAS
) OF CLEARFIELD COUNTY,
) PENNSYLVANIA
)
) NO. 2005-01742-CD
)
)

PROOF OF SERVICE

The undersigned hereby certifies that on the 9th day of March, 2011, the Writ of Execution issued in the above-captioned action was served upon the party named below, via U.S. Certified Mail, postage pre-paid. (Return Receipt attached hereto as Exhibit A).

Mr. Lon A. Lord
214 East Locust Street, Apt. 1
Clearfield, PA 16830

Mrs. Kristie E. Lord
214 East Locust Street, Apt. 1
Clearfield, PA 16830

Respectfully submitted,

KNOX MCLAUGHLIN GORNALL &
SENNETT, P.C.

BY:

Mark G. Claypool, Esquire
120 West Tenth Street
Erie, Pennsylvania 16501
814-459-2800

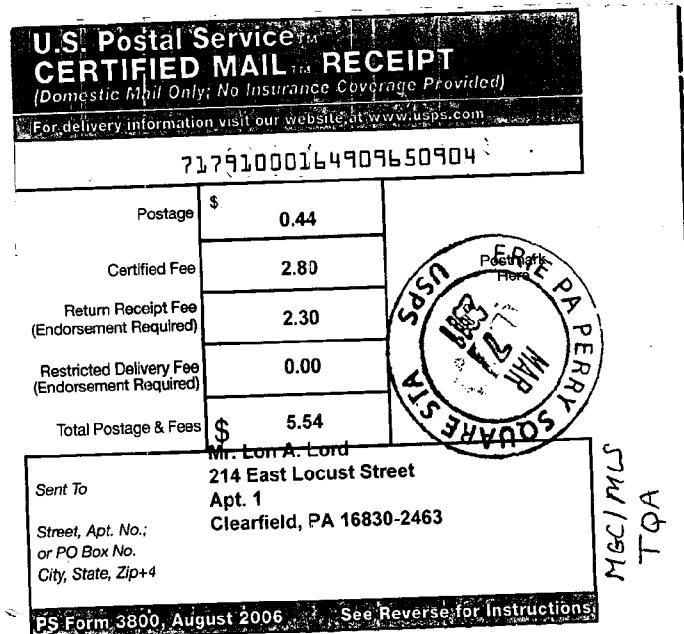
Attorneys for Plaintiff,
Northwest Savings Bank

#951811.v1

RECEIVED
APR 14 2011
FILED
MAY 11 2011
NOCC
APR 14 2011

William A. Shaw
Prothonotary/Clerk of Courts

EXHIBIT A



<p>2. Article Number</p> <p> 71791000164909650904</p> <p>1. Article Addressed to:</p> <p>Mr. Lon A. Lord 214 East Locust Street Apt. 1 Clearfield, PA 16830-2463</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature  <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Mr. Lon A. Lord C. Date of Delivery 3-9-11</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES enter delivery address below: <input type="checkbox"/> No</p> <p>1</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT A

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

71791000164909650942

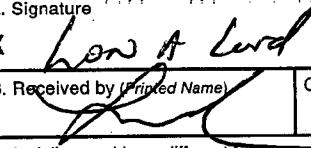
Postage	\$ 0.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	0.00
Total Postage & Fees	\$ 5.54

Mr. Kristie E. Lord
214 East Locust Street
Apt. 1
Clearfield, PA 16830-2463

Postmark
Here
USPS
2011
MAR
ERIE PA
SQUARE STATE

5741
MFC/MLS
TQA

PS Form 3800, August 2006 See Reverse for Instructions

2. Article Number	
 71791000164909650942	
1. Article Addressed to:	
Mrs. Kristie E. Lord 214 East Locust Street Apt. 1 Clearfield, PA 16830-2463	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature  <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
B. Received by (Printed Name)	C. Date of Delivery
3. Service Type <input checked="" type="checkbox"/> Certified	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

JAN 24 2013

William A. Shaw
Prothonotary/Clerk of Courts

no 92

CIVIL DIVISION

NORTHWEST SAVINGS BANK : No. 2005-1742- CD
Plaintiff :
: Vs.
LON A. LORD AND KRISTIE E. 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 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.

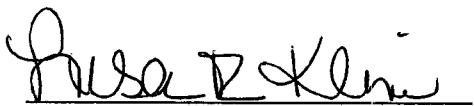
Being Identified in the Clearfield County Mapping and Assessment Office as Tax Map No. 4.4-K08-219-00070.

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

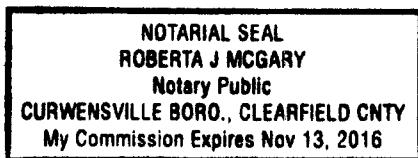
State of Pennsylvania)

)

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 2011
William A. Sharp
Prothonotary/Clerk of Courts

