

Date: 1/26/2007

Clearfield County Court of Common Pleas

User: LMILLER

Time: 10:25 AM

ROA Report

Page 1 of 1

Case: 2006-00625-CD

Current Judge: Fredric Joseph Ammerman

First Commonwealth Bank, Deposit Bank vs. Marc J. Gelfand

Mortgage Foreclosures

Date		Judge
4/21/2006	New Case Filed.	No Judge
	Filing: Complaint in Mortgage Foreclosure, situated in the Second Ward of the City of DuBois. Paid by: Reiber, Thomas E. Esq (attorney for First Commonwealth Bank) Receipt number: 1913451 Dated: 04/21/2006 Amount: \$85.00 (Check) 1CC Shff.	No Judge
5/26/2006	Sheriff Return, May 26, 2006 After diligent search I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to Marc J. Gelfand. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Arensberg \$91.64	No Judge
6/7/2006	Filing: Reinstate Complaint Paid by: Reiber, Thomas E. Esq (attorney for First Commonwealth Bank) Receipt number: 1914156 Dated: 06/07/2006 Amount: \$7.00 (Check) 1 Complaint reinstated to Sheriff, filed by s/ Thomas E. Reiber, Esquire. 1 Compl. Reinstated to Sheriff	No Judge
7/12/2006	Sheriff Return, June 7, 2006, Sheriff of Elk County was deputized. June 12, 2006 at 9:50 am served the within Complaint in Mortgage Foreclosure on Marc J. Gelfand. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Arensberg \$22.00 Elk Co. costs pd by Arensberg \$34.35	No Judge
7/27/2006	Filing: Praeipce for Default Judgment in Mortgage Foreclosure Paid by: Reiber, Thomas E. Esq (attorney for First Commonwealth Bank) Receipt number: 1914874 Dated: 07/27/2006 Amount: \$20.00 (Check) Judgment entered in favor of the Plaintiff and against the defendant in the amount of \$533,330.67. Notice to deft. and statement to atty.	No Judge
12/8/2006	Petition to Determine Fair Market Value Pursuant to 42 PA. CSA 8103, filed by s/ Thomas E. Reiber, Esquire. No CC	No Judge
12/11/2006	Order For Hearing on Petition to Fix Fair Market Value of Real Property, this 11th day of Dec., 2006, upon consideration of the within Petition, the Court fixes Jan. 25, 2007, at 10:00 a.m. before Judge Ammerman. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Reiber	No Judge
12/14/2006	Certificate of Service, filed by Atty. Reiber Served Petition to Determine Fair Market Value and Order setting hearing day upon Defendant by 1st Class Mail on Dec. 12, 2006	No Judge

12/8/2006

12/11/2006

12/14/2006

not in
file as
1-26-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

Case No. 06-625-CD

COMPLAINT IN MORTGAGE
FORECLOSURE

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

I hereby certify that the property
to be foreclosed upon is:

211 West Long Ave.
DuBois, PA
Tax ID #7-2-1-97



Thomas E. Reiber, Esquire

June 7, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED *Any pd. 85.00*
m/12:37 PM
APR 21 2006 *1cc SHF*
en

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	Case No. _____
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

✓

FIRST COMMONWEALTH BANK,)
f/k/a DEPOSIT BANK,)

Case No. _____

VS.

Defendant.

4. On or about March 5, 1999, Borrower executed and delivered a Promissory Note to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$558,000.00, together with interest thereon in the manner provided therein ("Note"). A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

5. On or about March 5, 1999 Defendant executed and delivered a Commercial Guaranty to the Bank, whereby the Guarantor agreed to guaranty the outstanding obligations of the Borrower in the Note (the "Guaranty"). A true and correct copy of the Guaranty is attached hereto as Exhibit "B" and incorporated herein.

6. The obligations evidenced by the Guaranty are secured by a Mortgage dated March 5, 1999 ("Mortgage"), given by Guarantor to the Bank, granting the Bank a security interest in certain real property located in the 2nd Ward, City of DuBois, County of Clearfield, Commonwealth of Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") on March 9, 1999 in Instrument #199903518. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "C" and incorporated herein.

7. The Borrower is in default of the provisions of the Note for failure to make payments when due. As of February 15, 2006, payments on the Note were due for June 1, 2005 and all months thereafter. The last payment made on the Note was on June 24, 2005.

COUNT II

8. On or about March 5, 1999, Borrower executed and delivered a SBA Note to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$350,000.00, together with interest thereon in the manner provided therein ("Note-2"). A true and correct copy of Note-2 is attached hereto as Exhibit "D" and incorporated herein.

9. On or about March 5, 1999 Defendant executed and delivered an Unconditional SBA Guaranty to the Bank, whereby the Guarantor agreed to guaranty the outstanding obligations of the Borrower in the Note (the "Guaranty-2"). A true and correct copy of Guaranty-2 is attached hereto as Exhibit "E" and incorporated herein.

10. The obligations evidenced by Guaranty-2 are secured by a Mortgage dated March 5, 1999 ("Mortgage-2"), given by Guarantor to the Bank, granting the Bank a second lien security interest in the Premises. Mortgage-2 was recorded in the Recorder's Office on March 9, 1999 in Instrument #199903519. A true and correct copy of Mortgage-2, containing the legal description of the Premises, is attached hereto as Exhibit "F" and incorporated herein.

11. The Borrower is in default of the provisions of Note-2 for failure to make payments when due. As of February 15, 2006, payments on Note-2 were due for May 1, 2005 and all months thereafter. The last payment made on Note-2 was on August 5, 2005.

12. The Defendant is the real and record owner of the Premises.

13. There has been no assignment, release or transfer of the Note or Mortgage, or Note-2 or Mortgage-2.

14. The Defendant is in default of the Guaranty and Guaranty-2 as a result of the default of the Borrower on the Note and Note-2, and the failure of the Guarantor to cure the defaults of the Borrower, or to make payment in full of the outstanding obligations of the Note or Note-2.

15. Bank was not required to send Defendant written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) as the Note and Note-2 are commercial obligations, and the Premises are commercial in nature.

16. The amount due Bank under the Note, the Guaranty and Mortgage as of March 7, 2006 is as follows:

Principal	\$ 333,275.26
Interest through March 7, 2006	11,556.07
Late Fees	2,596.76
Costs	to be added
Attorney's Fees	<u>to be added</u>
TOTAL	\$ 347,428.09

17. The total amount now due to the Bank under the Guaranty as of March 7, 2006 was Three Hundred Forty Seven Thousand Four Hundred Twenty Eight and 09/100 Dollars (\$347,428.09), plus interest accruing from March 7, 2006 at the contract rate, late charges, costs and reasonable attorneys' fees.

18. The amount due Bank under Note-2, Guaranty-2 and Mortgage-2 as of March 7, 2006 is as follows:

Principal	\$ 158,547.48
Interest through March 7, 2006	4,202.59
Late Fees	1,845.60
Costs	to be added
Attorney's Fees	to be added
TOTAL	\$ 164,595.67

19. The total amount now due to the Bank under Guaranty-2 as of March 7, 2006 was One Hundred Sixty Four Thousand Five Hundred Ninety Five and 67/100 Dollars (\$164,595.67), plus interest accruing from March 7, 2006 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the total amount due of Five Hundred Twelve Thousand Twenty Three and 76/100 Dollars (\$512,023.76), plus interest accruing from March 7, 2006, late charges, reasonable attorneys' fees as authorized by the Note, Note-2, the Guaranty and Guaranty-2, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$558,000.00	03-05-1999	04-01-2011					PXH	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY (TIN: 251191591) RD 1 BOX 215 BROCKPORT, PA 15823

Lender: Deposit Bank, a division of First Commonwealth Bank
Loan Administration
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

Principal Amount: \$558,000.00

Date of Note: March 5, 1999

PROMISE TO PAY. ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY ("Borrower") promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Fifty Eight Thousand & 00/100 Dollars (\$558,000.00), together with interest on the unpaid principal balance from March 5, 1999, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

144 consecutive monthly principal and interest payments in the initial amount of \$6,192.72 each, beginning May 1, 1999, with interest calculated on the unpaid principal balances at an interest rate of 0.500 percentage points over the index described below. Borrower's final payment of \$6,192.72 will be due on April 1, 2011. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

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

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the HIGHEST PRIME RATE QUOTED IN THE MIDWEST EDITION OF THE WALL STREET JOURNAL (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 5 YEARS. The Index currently is 7.750% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT PENALTY. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: THE UNDERSIGNED SHALL HAVE THE RIGHT TO PREPAY THIS NOTE AT ANYTIME IN CONSIDERATION OF 1% OF THE THEN OUTSTANDING PRINCIPAL BALANCE IN ADDITION TO ALL OTHER SUMS THEN DUE AND OWING. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

DEFAULT. 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 this Note or any of the Related Documents. (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.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. 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.

COLLATERAL. This Note is secured by, in addition to any other collateral, a Mortgage dated March 5, 1999, to Lender on real property located in ELK County, Commonwealth of Pennsylvania, a Mortgage dated March 5, 1999, to Lender on real property located in JEFFERSON County, Commonwealth of Pennsylvania, and a Mortgage dated March 5, 1999, to Lender on real property located in ELK County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

LATE CHARGE. A late charge will be assessed in the amount of 5.00% of the total payment amount, not to exceed \$250.00 nor be less than \$25.00, for any regular payment or portion thereof, that remains unpaid for more than fifteen (15) days beyond the payment due date.

LIMITATION OF ACTION. If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

YEAR 2000 PROVISIONS. The Year 2000 Problem has not resulted in, and will not result in a material adverse change to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, and has not and will not impair materially the ability of the Borrower to duly and punctually pay or perform any of its obligations owed to the Lender. From time to time, within twenty (20) days after any request by the Lender, the Borrower shall deliver to the Lender a written report as to its compliance efforts in connection with the Year 2000 Problem, in such detail as

EXHIBIT

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tabbles

the Lender may reasonably request. In addition, the Borrower shall, upon any request of the Lender, permit the Lender, upon reasonable notice and during normal business hours, to meet with the Borrower's information systems and technologies employees and/or outside providers, to discuss the status of the Borrower's compliance efforts in connection with the Year 2000 Problem and the actual and anticipated costs thereof. The Borrower shall take all action necessary to insure that the computer-based systems utilized by the Borrower are able to effectively process data and perform functions, including without limitation as to dates on and after December 31, 1999, such that no material adverse change to the Borrower's business, properties, assets, financial condition, results of operations or prospects will result. For purposes of this provision, "Year 2000 Problem" means the risk that computer applications used by or for the benefit of the Borrower may be unable to recognize or properly perform date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY

By: Marc J. Gelfand (SEAL)
MARC J. GELFAND, PRESIDENT, ELK PARTS WAREHOUSE INC.

By: Marc J. Gelfand (SEAL)
MARC J. GELFAND, PRESIDENT, E & G AUTO PARTS INC.

By: Marc J. Gelfand (SEAL)
MARC J. GELFAND, GENERAL PARTNER, MARC J. GELFAND FAMILY PARTNERSHIP

By: Marc J. Gelfand (SEAL)
MARC J. GELFAND D/B/A E & G AUTO SUPPLY

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
							PXH	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY (TIN: 251191591) RD 1 BOX 215 BROCKPORT, PA 15823

Lender: Deposit Bank, a division of First Commonwealth Bank
Loan Administration
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

Guarantor: MARC J. GELFAND
772 TREASURE LAKE
DUBOIS, PA 15801

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of Five Hundred Fifty Eight Thousand & 00/100 Dollars (\$558,000.00).

GUARANTY. For good and valuable consideration, MARC J. GELFAND ("Guarantor") absolutely and unconditionally guarantees and promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

DEFINITIONS. The following words shall have the following meanings when used in this Guaranty:

Borrower. The word "Borrower" means ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY.

Guarantor. The word "Guarantor" means MARC J. GELFAND.

Guaranty. The word "Guaranty" means this Guaranty made by Guarantor for the benefit of Lender dated March 5, 1999.

Indebtedness. The word "Indebtedness" means the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's attorneys' fees and Lender's legal expenses, whether or not suit is instituted, and attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

Lender. The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated March 5, 1999, in the original principal amount of \$558,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described above, plus all costs and expenses of (a) enforcement of this Guaranty and (b) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Lender under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other untermiated guaranties.

NATURE OF GUARANTY. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Indebtedness within the limits set forth in the preceding section of this Guaranty.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Lender from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (g) to sell, transfer, assign, or grant participations in all or any part of the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Guarantor has full power, right and authority to enter into this Guaranty; (d) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (e) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (f) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present the financial condition of Guarantor as of the dates the financial information is provided; (g) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (h) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (i) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (j) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (a) to continue lending money or to extend other credit to Borrower; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall

EXHIBIT



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Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (c) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

LENDER'S RIGHT OF SETOFF. In addition to all liens upon and rights of setoff against the moneys, securities or other property of Guarantor given to Lender by law, Lender shall have, with respect to Guarantor's obligations to Lender under this Guaranty and to the extent permitted by law, a contractual security interest in and a right of setoff against, and Guarantor hereby assigns, conveys, delivers, pledges, and transfers to Lender all of Guarantor's right, title and interest in and to, all deposits, moneys, securities and other property of Guarantor now or hereafter in the possession of or on deposit with Lender, whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding however all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to Guarantor. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on the part of Lender or by any neglect to exercise such right of setoff or to enforce such security interest or by any delay in so doing. Every right of setoff and security interest shall continue in full force and effect until such right of setoff or security interest is specifically waived or released by an instrument in writing executed by Lender.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be prior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender hereby is authorized, in the name of Guarantor, from time to time to execute and file financing statements and continuation statements and to execute such other documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

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

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

Applicable Law. This Guaranty has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, Commonwealth of Pennsylvania. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other. This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Notices. All notices required to be given by either party to the other under this Guaranty shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier, or when deposited in the United States mail, first class postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. If there is more than one Guarantor, notice to any Guarantor will constitute notice to all Guarantors. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty. If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Guaranty in all other respects shall remain valid and enforceable. If any one or more of Borrower or Guarantor are corporations or partnerships, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Waiver. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

LIMITATION OF ACTION. If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

CONFESSION OF JUDGMENT. Guarantor hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Guarantor and, with or without complaint filed, as of any term, confess or enter judgment against Guarantor for the entire principal balance of this Guaranty and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Guaranty or a copy of this Guaranty verified by affidavit shall be sufficient warrant. The authority granted in this Guaranty to confess judgment against Guarantor shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Guaranty.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY." NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED MARCH 5, 1999.

THIS GUARANTY HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GUARANTOR:

x  (SEAL)
MARC J. GELFAND

RECORDATION REQUESTED BY:

Deposit Bank, a division of First Commonwealth Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank, a division of First Commonwealth Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

SEND TAX NOTICES TO:

MARC J. GELFAND
772 TREASURE LAKE
DUBOIS, PA 15801

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
PENNSYLVANIA
INSTRUMENT NUMBER
199903518
RECORDED ON
Mar 09, 1999
1:23:10 PM
RECORDING FEES - \$19.00
ECORDER
QUANTITY IMPROVEMENT \$1.00
AND
ECCO \$1.00
IMPROVEMENT FUND
STATE WRIT TAX \$0.50
JTL \$21.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MARCH 5, 1999, between MARC J. GELFAND, whose address is 772 TREASURE LAKE, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, a division of First Commonwealth Bank, whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 (referred to below as "Lender").

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

SEE EXHIBIT "E" ATTACHED HERETO

The Real Property or its address is commonly known as 211 WEST LONG AVE, DUBOIS, PA 15801.

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

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

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY.

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

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

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. **The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$558,000.00.**

Lender. The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

Note. The word "Note" means the promissory note or credit agreement dated March 5, 1999, in the original principal amount of **\$558,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is April 1, 2011. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

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

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

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

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

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

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

EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Default in Favor of Third Parties. Should Borrower or any Grantor default 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 or any Grantor's property or Borrower's ability to repay the Note or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

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

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

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

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

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

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

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

Insecurity. Lender in good faith deems itself insecure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALL those certain parcels and lots of land situate in the Second Ward of the City of DuBois, County of Clearfield, Pennsylvania, bounded and described as follows:

FIRST: BEGINNING at an iron pin on West Long Avenue, boundary line between the lands here conveyed and lands formerly of J. K. Seyler, now estate of Frank W. Porter; thence South $47^{\circ} 31'$ West, 142 feet to an iron pin at line of lands formerly of Frank W. Porter, now as conveyed to Grantee by description No. 2 hereof; thence North $62^{\circ} 5'$ West, 17.75 feet to the face of the building on the S. J. Schrecongost Estate lands, said building now held by the DuBois National Bank as Trustee; thence along said building line on the Schrecongost property North $31^{\circ} 26'$ East, 155.65 feet to West Long Avenue; thence along West Long Avenue, South $41^{\circ} 07'$ East, 63.3 feet, more or less, to an iron pin, the place of beginning

It is understood by Grantee that the foregoing described land has an encroachment on the easterly boundary thereof of a building on the Frank W. Porter Estate, of approximately .23 foot, at or about the middle of the said described land, said encroachment to exist only so long as the present building stands, and the said description above given is from survey of Kirk and Bouten as made January 18 and 19th, 1911.

SECOND: BEGINNING at a post in the northeasterly line of W. Spruce Alley and the southeasterly corner of lands conveyed by Executors of Frank W. Porter to S. J. Schrecongost Estate, The DuBois National Bank, Trustee, by deed dated December 5, 1944; thence northeasterly by line of lands of Schrecongost Estate; 24 feet to a post at the southwesterly corner of lands of Fred Loeb Estate; thence southeasterly by line of lands of said Fred Loeb Estate, 17.75 feet to a post at the southeasterly corner of lands of Fred Loeb Estate; thence southwesterly in a straight line parallel with and at all points 17.75 feet distant, southeasterly from the southeasterly line of lands of said Schrecongost Estate 24 feet to a post at West Spruce Alley; thence northwesterly by line of said West Spruce Alley, 17.75 feet to a post at the corner of lands of said Schrecongost Estate, the place of beginning.

Exhibit E

permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

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

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

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

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

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

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

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

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

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

THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

X  (SEAL)
MARC J. GELFAND

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

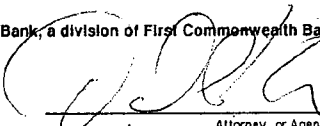
Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:
2 East Long Avenue, PO Box 607A, DuBois, PA 15801



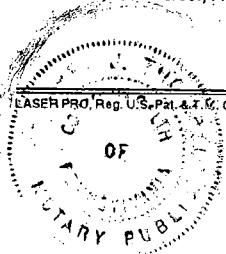
Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) SS
COUNTY OF CLEARFIELD)

On this, the 5th day of March, 1999, before me Margaret J. Thompson, the undersigned Notary Public, personally appeared MARC J. GELFAND, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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



Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 2002

Margaret J. Thompson
Notary Public in and for the State of Pennsylvania



NOTE

SBA Loan #	PLP 259-303-4008
SBA Loan Name	E&G Auto Parts Inc
Date	March 5, 1999
Loan Amount	\$350,000.00
Interest Rate	8.25% variable, Prime plus .50%
Borrower	E&G Auto Parts, Inc; E&G Auto Supply; Marc J Gelfand Family Partnership; Elk Parts Warehouse Inc
Operating Company	N/A
Lender	First Commonwealth Bank t/a Deposit Bank

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of

three hundred fifty thousand & no/100

Dollars,

interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

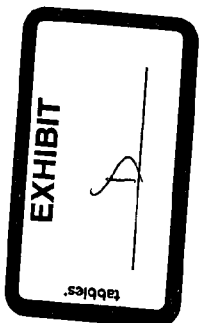
"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

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

"Loan" means the loan evidenced by this Note.

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

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



3. PAYMENT TERMS:

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

The initial rate on this Note will fluctuate. The initial interest rate is 8.25% per year. This initial rate is the prime rate on the date SBA received the loan application, plus .50%.

Borrower must pay principal and interest payments of \$4,292.85 every month, beginning one month from the month of this Note; payments must be made on the first calendar day in the months they are due.

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

Lender may adjust the interest rate for the first time no earlier than the first calendar day of the first month after initial disbursement. The interest rate will then be adjusted every 5 years (the "change period").

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

The adjusted interest rate will be .50% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

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

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

All remaining principal and accrued interest is due and payable 10 year(s) from date of Note.

Borrower agrees that if default occurs on this Note or on any other outstanding SBA or SBA-guaranteed loan, Lender has the option to make this Note and such other loans immediately due and payable.

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

4. RIGHT TO PREPAY:

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

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

If Borrower does not prepay within 50 days from the date Lender receives the notice, Borrower must give Lender a new notice.

5. DEFAULT:

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

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

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

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

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

7. LENDER'S GENERAL POWERS:

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

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

8. WHEN FEDERAL LAW APPLIES:

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

9. SUCCESSORS AND ASSIGNS:

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

10. GENERAL PROVISIONS:

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

11. STATE-SPECIFIC PROVISIONS:

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

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

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

This is a joint and several obligation
E&G Auto Parts Inc

+ Marc J. Gelfand

+ Marc J. Gelfand (corporate seal)
secretary
E&G Auto Supply

+ Marc J. Gelfand

Marc J Gelfand Family Partnership

+ Marc J. Gelfand

Elk Parts Warehouse, Inc

+ Marc J. Gelfand

+ Marc J. Gelfand (corporate seal)
secretary



U.S. Small Business Administration

UNCONDITIONAL GUARANTEE

SBA Loan #	PLP 259-303-4008
SBA Loan Name	E&G Auto Parts Inc
Guarantor	Marc J Gelfand
Borrower	E&G Auto Parts Inc; E&G Auto Supply; Marc J Gelfand Family Partnership; Elk Parts Warehouse Inc
Lender	First Commonwealth Bank t/a Deposit Bank
Date	March 5, 1999
Note Amount	\$350,000.00

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

The "Note" is the promissory note dated March 5, 1999 in the principal amount of Three hundred fifty thousand & no/100 Dollars, from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

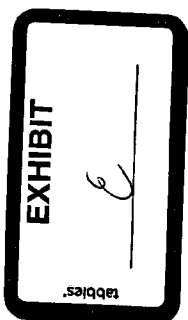
3. DEFINITIONS:

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

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

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



4. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantor;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

5. FEDERAL LAW:

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

6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

- A. Guarantor waives all rights to:
 - 1) Require presentment, protest, or demand upon Borrower;
 - 2) Redeem any Collateral before or after Lender disposes of it;
 - 3) Have any disposition of Collateral advertised; and
 - 4) Require a valuation of Collateral before or after Lender disposes of it.
- B. Guarantor waives any notice of:
 - 1) Any default under the Note;
 - 2) Presentment, dishonor, protest, or demand;
 - 3) Execution of the Note;
 - 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
 - 5) Any change in the financial condition or business operations of Borrower or any guarantor;
 - 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
 - 7) The time or place of any sale or other disposition of Collateral.
- C. Guarantor waives defenses based upon any claim that:
 - 1) Lender failed to obtain any guarantee;
 - 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
 - 3) Lender or others improperly valued or inspected the Collateral;
 - 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

7. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

8. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. SBA NOT A CO-GUARANTOR. Guarantor's liability will continue even if SBA pays Lender. SBA is not a co-guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements as Lender requires.
- G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

10. STATE-SPECIFIC PROVISIONS:

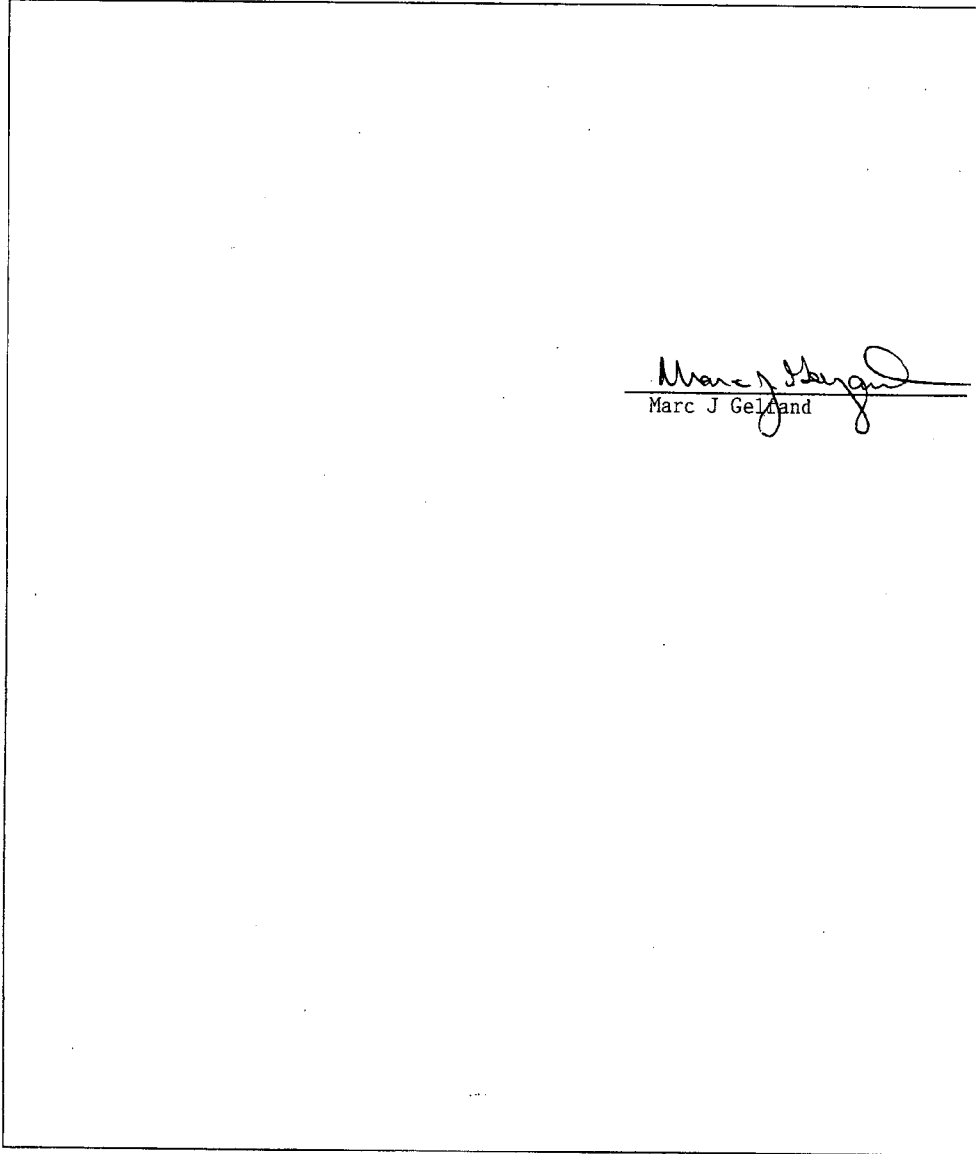
The undersigned hereby authorizes and empowers any attorney or clerk of any court of record in the United States or elsewhere to appear for and on behalf of the undersigned with or without declaration filed, confess judgment against the undersigned in favor of the holder, assignee or successor of holder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

11. GUARANTOR ACKNOWLEDGMENT OF TERMS.

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.



Marc J. Geland

Marc J Geland

Mortgage

Made this 5th day of March, 1999

Between

MARC J. GELFAND, of 772 Treasure Lake, DuBois, PA 15801

(hereinafter, whether one or more, called "Mortgagor")

And

DEPOSIT BANK, a division of First Commonwealth Bank, whose address is 2 East Long Avenue, P. O. Box 607A, DuBois, PA 15801

(hereinafter called "Mortgagee")

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of Three Hundred

Fifty Thousand and no/100ths Dollars (\$ 350,000.00), lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All those certain parcels and lots of land situate in the Second Ward of the City of DuBois, Clearfield County, Pennsylvania, as described in Exhibit E attached hereto, and commonly known as 211 West Long Avenue, DuBois, PA 15801.

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199903519
RECORDED ON
MAR 09, 1999
1:23:11 PM
RECORDING FEES - \$15.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND
\$1.00
STATE WRT TAX \$0.50
TOTAL \$17.50

EXHIBIT

NOTICE

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

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

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

ALL those certain parcels and lots of land situate in the Second Ward of the City of DuBois, County of Clearfield, Pennsylvania, bounded and described as follows:

FIRST: BEGINNING at an iron pin on West Long Avenue, boundary line between the lands here conveyed and lands formerly of J. K. Seyler, now estate of Frank W. Porter; thence South $47^{\circ} 31'$ West, 142 feet to an iron pin at line of lands formerly of Frank W. Porter, now as conveyed to Grantee by description No. 2 hereof; thence North $62^{\circ} 5'$ West, 17.75 feet to the face of the building on the S. J. Schrecongost Estate lands, said building now held by the DuBois National Bank as Trustee; thence along said building line on the Schrecongost property North $31^{\circ} 26'$ East, 155.65 feet to West Long Avenue; thence along West Long Avenue, South $41^{\circ} 07'$ East, 63.3 feet, more or less, to an iron pin, the place of beginning

It is understood by Grantee that the foregoing described land has an encroachment on the easterly boundary thereof of a building on the Frank W. Porter Estate, of approximately .23 foot, at or about the middle of the said described land, said encroachment to exist only so long as the present building stands, and the said description above given is from survey of Kirk and Bouten as made January 18 and 19th, 1911.

SECOND: BEGINNING at a post in the northeasterly line of W. Spruce Alley and the southeasterly corner of lands conveyed by Executors of Frank W. Porter to S. J. Schrecongost Estate, The DuBois National Bank, Trustee, by deed dated December 5, 1944; thence northeasterly by line of lands of Schrecongost Estate; 24 feet to a post at the southwesterly corner of lands of Fred Loeb Estate; thence southeasterly by line of lands of said Fred Loeb Estate, 17.75 feet to a post at the southeasterly corner of lands of Fred Loeb Estate; thence southwesterly in a straight line parallel with and at all points 17.75 feet distant, southeasterly from the southeasterly line of lands of said Schrecongost Estate 24 feet to a post at West Spruce Alley; thence northwesterly by line of said West Spruce Alley, 17.75 feet to a post at the corner of lands of said Schrecongost Estate, the place of beginning.

Exhibit E

Together with the buildings and improvements erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest hereon, and shall keep and perform each of the other covenants, conditions, and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidences and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the Mortgaged premises and pay and discharge all Mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

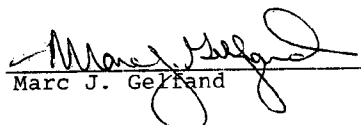
(7) Mortgagor agrees not to transfer title to the mortgaged premises unless the Mortgagee consents in writing to such transfer. A transfer to the heirs or devisees of the Mortgagor in the event of the Mortgagor's death shall not come within the prohibition of the foregoing sentence.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof of the day and year first above written.

Witnessed by:




Marc J. Gerland (SEAL)

(SEAL)

(SEAL)

(SEAL)

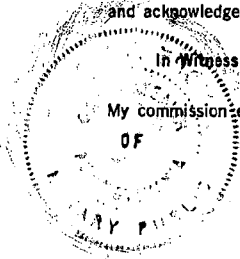
Commonwealth of Pennsylvania }
County of Clearfield } ss.

On this, the 5th day of March, 1999, before me, a Notary Public,
the undersigned officer, personally appeared Marc J. Gelfand,

satisfactorily proven to me to be the person whose name is subscribed to the within Mortgage,

and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



My commission expires:

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 2002
Member, Pennsylvania Association of Notaries

Margaret J. Thompson

Commonwealth of Pennsylvania }
County of } ss.

On this, the _____ day of _____, 19____, before me,
the undersigned officer, personally appeared _____

satisfactorily proven to me to be the person whose name _____ subscribed to the within Mortgage,

and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____

Mortgage

FROM

MARC J. GELFAND

TO

DEPOSIT BANK, a division of
First Commonwealth Bank

Certificate of Residence of Mortgages

I do hereby certify that the precise residence and complete post office address of the
MORTGAGEE is *2 E. Long Ave DuBois PA 15801*

[Signature]
Attorney for Mortgagee

Commonwealth of Pennsylvania }
County of } ss.

Recorded in the Office of the Recorder of Deeds in and for said County on the
day of _____, 19____, in Mortgage Book
Volume _____, page _____

Witness my hand and the seal of said office the day and year aforesaid.

Recorder.

VERIFICATION

I, Gary R. Carpenter, Special Assets Officer, First Commonwealth Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.



Gary R. Carpenter
Special Assets Officer
First Commonwealth Bank

FILED

APR 21 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 2006 - 625 - CD

VERIFICATION OF SERVICE OF
NOTICE OF SALE TO LIEN CREDITORS
PURSUANT TO PA. R.C.P. 3129

Filed on behalf of FIRST
COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

SALE DATE: MAY 4, 2007

FILED NO cc
m/jp: 5/2/07
MAY 02 2007
(5)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

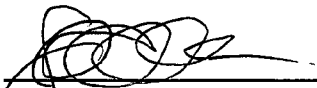
CIVIL DIVISION

No. 2006 - 625 - CD

**VERIFICATION OF SERVICE OF NOTICE OF SALE
TO LIEN CREDITORS**

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest by first class mail on the 23rd day of March, 2007, as evidenced by P.S. Form 3817 attached hereto as Exhibit "A".

TUCKER ARENSBERG, P.C.


Angela S. Abreu, Esquire

Sworn to and subscribed before me
this 1st day of May, 2007.

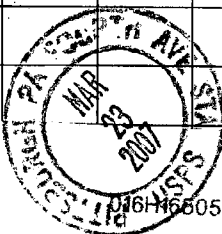

Notary Public

My Commission Expires:

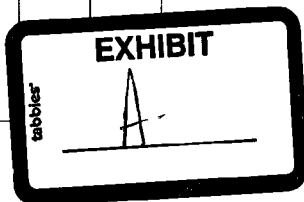
298824.1:BF/#11555-124417

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra J. Parany, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009
Member, Pennsylvania Association of Notaries

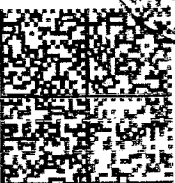
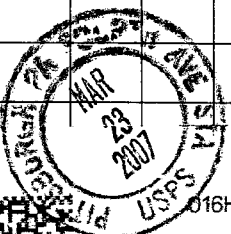
Name and Address of Sender		Indicate Type of Mail:		Check Appropriate block for Registered Mail:				Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt			
Line	Article Number	Name of Addressee, Street, and Post Office Address	Registered Insured COD Certified	Return Receipt for merchandise Int'l Recorded Express Mail	With Postal Insurance	Without Postal Insurance	Due Sender If COD	RR Fee	SD Fee	SH Fee	Rest Del Fee
1		Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, PA 15222									
2		FC / Geifand (211 W. Long Ave) #11555-124417 Paranay									
3		Clearfield County Treasurer P. O. Box 289 Clearfield, PA 16830									
4		Clearfield County Tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830									
5		City of Dubois c/o Alexis Stets, Tax Collector P. O. Box 408 Dubois, PA 15801									
6		Dubois Area School District c/o Alexis Stets, Tax Collector P. O. Box 408 Dubois, PA 15801									
7		Clearfield County c/o Alexis Stets, Tax Collector P. O. Box 408 Dubois, PA 15801									
8		Federal Mogul Corporation i/d/b/a Moog Automotive 2219 Collection Center Drive Chicago, IL 60693									
9		Airtex Automotive Division Airtex Prod. Div. UJS, Inc. c/o Law & Finance Building, 16 th Floor Pittsburgh, PA 15219									
10		Hastings Filter, Inc. P. O. Box 71921 Chicago, IL 60694									
11		Dana Corporation P. O. Box 67000-21201 Detroit, MI 48267									
12		Goerlich's Inc. 300 Dixie Trail Goldsboro, NC 27530-7198									
		R & B, Inc. c/o Law & Finance Building, 16 th Floor Pittsburgh, PA 15219									
		Cardone Industries, Inc. 5501 Whitaker Avenue Philadelphia, PA 19124									



\$03.300
 03/23/2007
 Mailed From 15222
 US POSTAGE



Name and Address of Sender	Indicate Type of Mail: Registered Insured COD Certified	Return Receipt for merchandise Int'l Recorded Express Mail	Check Appropriate block for Registered Mail: With Postal Insurance Without Postal Insurance	Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt
Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, PA 15222 FC / Gelfand (211 W. Long Ave) #11555-124417 Paranay				
Douglas Battery Manufacturing Company P. O. Box 12159 Winston-Salem, NC 27117-2159	.39	.30		
PNC Bank 91 State Street Erie, PA 16507-1418	.39	.30		
Marine Bank Second and Liberty Street Warren, PA 16365	.39	.30		
General Parts, Inc. 2635 Millbrook Road Raleigh, NC 27604	.39	.30		
Advantia Bank Corp. 1020 Laurel Oak Road Voorhees, NJ 08043	.39	.30		
Harry Gelfand and Marilyn Gelfand 7020 Promenade Drive, Apt. 102E Boca Raton, FL 33434	.39	.30		
Middle Atlantic Warehouse Distributors, Inc. - Tonawanda NY c/o Nicholas D. Krawiec Gulf Tower, Suite 2200 Pittsburgh, PA 15219	.39	.30		
Washington Mutual Bank 1270 Northland Drive, suite 200 Mendota Heights, MN 55120	.39	.30		
Commonwealth of Pennsylvania Bureau of Compliance P. O. Box 280948 Harrisburg, PA 17128	.39	.30		
PNC Mortgage Corp. 75 N. Fairway Drive Vernon Hills, IL 60061	.39	.30		



016H16505103
\$03.300
03/23/2007
Mailed From 15222
US POSTAGE

293627.1:BF
11555-124417

FILED

MAY 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101468**

FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK

Case # 06-625-CD

vs.

MARC J. GELFAND

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW May 26, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MARC J. GELFAND, DEFENDANT. ATTEMPTED, NOT HOME POSSIBLY WORKS IN ELK COUNTY.

SERVED BY: /

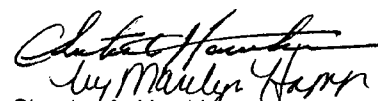
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	287627	10.00
SHERIFF HAWKINS	ARENSBERG	287627	81.64

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED

0/3:15 LM
MAY 26 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

Case No. 06-625-CD

COMPLAINT IN MORTGAGE
FORECLOSURE

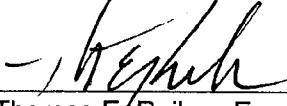
Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

I hereby certify that the property
to be foreclosed upon is:

211 West Long Ave.
DuBois, PA
Tax ID #7-2-1-97

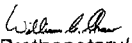


Thomas E. Reiber, Esquire

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

APR 21 2006

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	Case No. _____
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

10. The obligations evidenced by Guaranty-2 are secured by a Mortgage dated March 5, 1999 ("Mortgage-2"), given by Guarantor to the Bank, granting the Bank a second lien security interest in the Premises. Mortgage-2 was recorded in the Recorder's Office on March 9, 1999 in Instrument #199903519. A true and correct copy of Mortgage-2, containing the legal description of the Premises, is attached hereto as Exhibit "F" and incorporated herein.

11. The Borrower is in default of the provisions of Note-2 for failure to make payments when due. As of February 15, 2006, payments on Note-2 were due for May 1, 2005 and all months thereafter. The last payment made on Note-2 was on August 5, 2005.

12. The Defendant is the real and record owner of the Premises.

13. There has been no assignment, release or transfer of the Note or Mortgage, or Note-2 or Mortgage-2.

14. The Defendant is in default of the Guaranty and Guaranty-2 as a result of the default of the Borrower on the Note and Note-2, and the failure of the Guarantor to cure the defaults of the Borrower, or to make payment in full of the outstanding obligations of the Note or Note-2.

15. Bank was not required to send Defendant written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) as the Note and Note-2 are commercial obligations, and the Premises are commercial in nature.

16. The amount due Bank under the Note, the Guaranty and Mortgage as of March 7, 2006 is as follows:

Principal	\$ 333,275.26
Interest through March 7, 2006	11,556.07
Late Fees	2,596.76
Costs	to be added
Attorney's Fees	<u>to be added</u>
TOTAL	\$ 347,428.09

17. The total amount now due to the Bank under the Guaranty as of March 7, 2006 was Three Hundred Forty Seven Thousand Four Hundred Twenty Eight and 09/100 Dollars (\$347,428.09), plus interest accruing from March 7, 2006 at the contract rate, late charges, costs and reasonable attorneys' fees.

18. The amount due Bank under Note-2, Guaranty-2 and Mortgage-2 as of March 7, 2006 is as follows:

Principal	\$ 158,547.48
Interest through March 7, 2006	4,202.59
Late Fees	1,845.60
Costs	to be added
Attorney's Fees	<u>to be added</u>
TOTAL	\$ 164,595.67

19. The total amount now due to the Bank under Guaranty-2 as of March 7, 2006 was One Hundred Sixty Four Thousand Five Hundred Ninety Five and 67/100 Dollars (\$164,595.67), plus interest accruing from March 7, 2006 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the total amount due of Five Hundred Twelve Thousand Twenty Three and 76/100 Dollars (\$512,023.76), plus interest accruing from March 7, 2006, late charges, reasonable attorneys' fees as authorized by the Note, Note-2, the Guaranty and Guaranty-2, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$558,000.00	03-05-1999	04-01-2011					PXH	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY (TIN: 251191591) RD 1 BOX 215 BROCKPORT, PA 15823

Lender: Deposit Bank, a division of First Commonwealth Bank
Loan Administration
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

Principal Amount: \$558,000.00

Date of Note: March 5, 1999

PROMISE TO PAY. ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY ("Borrower") promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Fifty Eight Thousand & 00/100 Dollars (\$558,000.00), together with interest on the unpaid principal balance from March 5, 1999, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

144 consecutive monthly principal and interest payments in the initial amount of \$6,192.72 each, beginning May 1, 1999, with interest calculated on the unpaid principal balances at an interest rate of 0.500 percentage points over the Index described below. Borrower's final payment of \$6,192.72 will be due on April 1, 2011. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

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

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the HIGHEST PRIME RATE QUOTED IN THE MIDWEST EDITION OF THE WALL STREET JOURNAL (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Borrower will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 5 YEARS. The Index currently is 7.750% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT PENALTY. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: **THE UNDERSIGNED SHALL HAVE THE RIGHT TO PREPAY THIS NOTE AT ANYTIME IN CONSIDERATION OF 1% OF THE THEN OUTSTANDING PRINCIPAL BALANCE IN ADDITION TO ALL OTHER SUMS THEN DUE AND OWING.** Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

DEFAULT. 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 this Note or any of the Related Documents. (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.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. **This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.**

RIGHT OF SETOFF. 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 sell off all sums owing on this Note against any and all such accounts.

COLLATERAL. This Note is secured by, in addition to any other collateral, a Mortgage dated March 5, 1999, to Lender on real property located in ELK County, Commonwealth of Pennsylvania, a Mortgage dated March 5, 1999, to Lender on real property located in JEFFERSON County, Commonwealth of Pennsylvania, and a Mortgage dated March 5, 1999, to Lender on real property located in ELK County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

LATE CHARGE. A late charge will be assessed in the amount of 5.00% of the total payment amount, not to exceed \$250.00 nor be less than \$25.00, for any regular payment or portion thereof, that remains unpaid for more than fifteen (15) days beyond the payment due date.

LIMITATION OF ACTION. If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

YEAR 2000 PROVISIONS. The Year 2000 Problem has not resulted in, and will not result in a material adverse change to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, and has not and will not impair materially the ability of the Borrower to duly and punctually pay or perform any of its obligations owed to the Lender. From time to time, within twenty (20) days after any request by the Lender, the Borrower shall deliver to the Lender a written report as to its compliance efforts in connection with the Year 2000 Problem, in such detail as

EXHIBIT

tabbles

the Lender may reasonably request. In addition, the Borrower shall, upon any request of the Lender, permit the Lender, upon reasonable notice and during normal business hours, to meet with the Borrower's information systems and technologies employees and/or outside providers, to discuss the status of the Borrower's compliance efforts in connection with the Year 2000 Problem and the actual and anticipated costs thereof. The Borrower shall take all action necessary to insure that the computer-based systems utilized by the Borrower are able to effectively process data and perform functions, including without limitation as to dates on and after December 31, 1999, such that no material adverse change to the Borrower's business, properties, assets, financial condition, results of operations or prospects will result. For purposes of this provision, "Year 2000 Problem" means the risk that computer applications used by or for the benefit of the Borrower may be unable to recognize or properly perform date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY

By:  (SEAL)
MARC J. GELFAND, PRESIDENT, ELK PARTS WAREHOUSE INC.

By:  (SEAL)
MARC J. GELFAND, PRESIDENT, E & G AUTO PARTS INC.

By:  (SEAL)
MARC J. GELFAND, GENERAL PARTNER, MARC J. GELFAND FAMILY PARTNERSHIP

By:  (SEAL)
MARC J. GELFAND, D/B/A E & G AUTO SUPPLY

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
							PXH	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY (TIN: 251191591) RD 1 BOX 215 BROCKPORT, PA 15823

Lender: Deposit Bank, a division of First Commonwealth Bank
Loan Administration
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

Guarantor: MARC J. GELFAND
772 TREASURE LAKE
DUBOIS, PA 15801

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of Five Hundred Fifty Eight Thousand & 00/100 Dollars (\$558,000.00).

GUARANTY. For good and valuable consideration, MARC J. GELFAND ("Guarantor") absolutely and unconditionally guarantees and promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender") or its order, in legal tender of the United States of America, the indebtedness (as that term is defined below) of ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

DEFINITIONS. The following words shall have the following meanings when used in this Guaranty:

Borrower. The word "Borrower" means ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY.

Guarantor. The word "Guarantor" means MARC J. GELFAND.

Guaranty. The word "Guaranty" means this Guaranty made by Guarantor for the benefit of Lender dated March 5, 1999.

Indebtedness. The word "Indebtedness" means the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's attorneys' fees and Lender's legal expenses, whether or not suit is instituted, and attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

Lender. The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated March 5, 1999, in the original principal amount of \$558,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the indebtedness described above, plus all costs and expenses of (a) enforcement of this Guaranty and (b) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Lender under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other untermiated guaranties.

NATURE OF GUARANTY. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all indebtedness within the limits set forth in the preceding section of this Guaranty.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Lender from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (e) to determine how, when and what application of payments and credits shall be made on the indebtedness; (f) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (g) to sell, transfer, assign, or grant participations in all or any part of the indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Guarantor has full power, right and authority to enter into this Guaranty; (d) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (e) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (f) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present the financial condition of Guarantor as of the dates the financial information is provided; (g) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (h) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (i) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (j) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (a) to continue lending money or to extend other credit to Borrower; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

If now or hereafter (a) Borrower shall be or become insolvent, and (b) the indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and relinquishes in favor of Lender and Borrower, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall

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Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (c) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (d) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

LENDER'S RIGHT OF SETOFF. In addition to all liens upon and rights of setoff against the moneys, securities or other property of Guarantor given to Lender by law, Lender shall have, with respect to Guarantor's obligations to Lender under this Guaranty and to the extent permitted by law, a contractual security interest in and a right of setoff against, and Guarantor hereby assigns, conveys, delivers, pledges, and transfers to Lender all of Guarantor's right, title and interest in and to, all deposits, moneys, securities and other property of Guarantor now or hereafter in the possession of or on deposit with Lender, whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding however all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to Guarantor. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on the part of Lender or by any neglect to exercise such right of setoff or to enforce such security interest or by any delay in so doing. Every right of setoff and security interest shall continue in full force and effect until such right of setoff or security interest is specifically waived or released by an instrument in writing executed by Lender.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be prior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender hereby is authorized, in the name of Guarantor, from time to time to execute and file financing statements and continuation statements and to execute such other documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

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

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

Applicable Law. This Guaranty has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, Commonwealth of Pennsylvania. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other. This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Notices. All notices required to be given by either party to the other under this Guaranty shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier, or when deposited in the United States mail, first class postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. If there is more than one Guarantor, notice to any Guarantor will constitute notice to all Guarantors. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty. If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Guaranty in all other respects shall remain valid and enforceable. If any one or more of Borrower or Guarantor are corporations or partnerships, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Waiver. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

LIMITATION OF ACTION. If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

CONFESSION OF JUDGMENT. Guarantor hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Guarantor and, with or without complaint filed, as of any term, confess or enter judgment against Guarantor for the entire principal balance of this Guaranty and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Guaranty or a copy of this Guaranty verified by affidavit shall be sufficient warrant. The authority granted in this Guaranty to confess judgment against Guarantor shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Guaranty.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY." NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED MARCH 5, 1999.

THIS GUARANTY HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GUARANTOR:

X

MARC J. GELFAND

(SEAL)

RECORDATION REQUESTED BY:

Deposit Bank, a division of First Commonwealth Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank, a division of First Commonwealth Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

SEND TAX NOTICES TO:

MARC J. GELFAND
772 TREASURE LAKE
DUBOIS, PA 15801

(KAREN L. STARK)
RECORDER
CLEARFIELD COUNTY, PA
PENNSYLVANIA
INSTRUMENT NUMBER
199903518
RECORDED ON
MAR 09, 1999
2:23:10 PM
ROUTING FEES - \$19.00
RECOR
TY IMPROVEMENT \$1.00
MENT FUND \$1.00
E ARIT TAX \$0.50
\$21.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MARCH 5, 1999, between MARC J. GELFAND, whose address is 772 TREASURE LAKE, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, a division of First Commonwealth Bank, whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 (referred to below as "Lender").

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

SEE EXHIBIT "E" ATTACHED HERETO

The Real Property or its address is commonly known as 211 WEST LONG AVE, DUBOIS, PA 15801.

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

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

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY.

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

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

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. **The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$558,000.00.**

Lender. The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

Note. The word "Note" means the promissory note or credit agreement dated March 5, 1999, in the original principal amount of \$558,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is April 1, 2011. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

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

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

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

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

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

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

EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Default in Favor of Third Parties. Should Borrower or any Grantor default 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 or any Grantor's property or Borrower's ability to repay the Note or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

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

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

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

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

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

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

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

Insecurity. Lender in good faith deems itself insecure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALL those certain parcels and lots of land situate in the Second Ward of the City of DuBois, County of Clearfield, Pennsylvania, bounded and described as follows:

FIRST: BEGINNING at an iron pin on West Long Avenue, boundary line between the lands here conveyed and lands formerly of J. K. Seyler, now estate of Frank W. Porter; thence South $47^{\circ} 31'$ West, 142 feet to an iron pin at line of lands formerly of Frank W. Porter, now as conveyed to Grantee by description No. 2 hereof; thence North $62^{\circ} 5'$ West, 17.75 feet to the face of the building on the S. J. Schrecongost Estate lands, said building now held by the DuBois National Bank as Trustee; thence along said building line on the Schrecongost property North $31^{\circ} 26'$ East, 155.65 feet to West Long Avenue; thence along West Long Avenue, South $41^{\circ} 07'$ East, 63.3 feet, more or less, to an iron pin, the place of beginning

It is understood by Grantee that the foregoing described land has an encroachment on the easterly boundary thereof of a building on the Frank W. Porter Estate, of approximately .23 foot, at or about the middle of the said described land, said encroachment to exist only so long as the present building stands, and the said description above given is from survey of Kirk and Bouten as made January 18 and 19th, 1911.

SECOND: BEGINNING at a post in the northeasterly line of W. Spruce Alley and the southeasterly corner of lands conveyed by Executors of Frank W. Porter to S. J. Schrecongost Estate, The DuBois National Bank, Trustee, by deed dated December 5, 1944; thence northeasterly by line of lands of Schrecongost Estate; 24 feet to a post at the southwesterly corner of lands of Fred Loeb Estate; thence southeasterly by line of lands of said Fred Loeb Estate, 17.75 feet to a post at the southeasterly corner of lands of Fred Loeb Estate; thence southwesterly in a straight line parallel with and at all points 17.75 feet distant, southeasterly from the southeasterly line of lands of said Schrecongost Estate 24 feet to a post at West Spruce Alley; thence northwesterly by line of said West Spruce Alley, 17.75 feet to a post at the corner of lands of said Schrecongost Estate, the place of beginning.

Exhibit E

permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

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

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

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

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

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

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

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

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

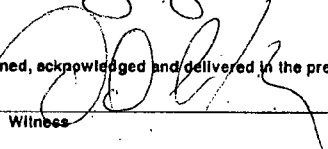
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

X  (SEAL)
MARC J. GELFAND

Signed, acknowledged and delivered in the presence of:

X 
Witness

X _____
Witness

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:

2 East Long Avenue, PO Box 607A, DuBois, PA 15801


Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) ss
COUNTY OF CLEARFIELD)

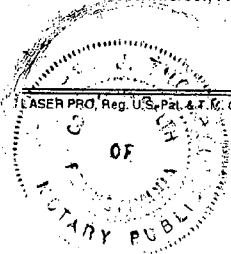
On this, the 5th day of March, 19 99, before me Margaret J. Thompson, the undersigned Notary Public, personally appeared MARC J. GELFAND, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 2002

Margaret J. Thompson
Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.28 (C) 1999 CIPRI Software, Inc. All Rights Reserved. (PA-G03 F3.26 ELK553.LN C4.OVL)





NOTE

SBA Loan #	PLP 259-303-4008
SBA Loan Name	E&G Auto Parts Inc
Date	March 5, 1999
Loan Amount	\$350,000.00
Interest Rate	8.25% variable, Prime plus .50%
Borrower	E&G Auto Parts, Inc; E&G Auto Supply; Marc J Gelfand Family Partnership; Elk Parts Warehouse Inc
Operating Company	N/A
Lender	First Commonwealth Bank t/a Deposit Bank

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of

three hundred fifty thousand & no/100

Dollars,

interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

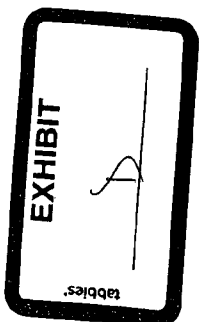
"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

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

"Loan" means the loan evidenced by this Note.

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

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



3. PAYMENT TERMS:

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

The initial rate on this Note will fluctuate. The initial interest rate is 8.25% per year. This initial rate is the prime rate on the date SBA received the loan application, plus .50%.

Borrower must pay principal and interest payments of \$4,292.85 every month, beginning one month from the month of this Note; payments must be made on the first calendar day in the months they are due.

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

Lender may adjust the interest rate for the first time no earlier than the first calendar day of the first month after initial disbursement. The interest rate will then be adjusted every 5 years (the "change period").

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

The adjusted interest rate will be .50% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

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

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

All remaining principal and accrued interest is due and payable 10 year(s) from date of Note.

Borrower agrees that if default occurs on this Note or on any other outstanding SBA or SBA-guaranteed loan, Lender has the option to make this Note and such other loans immediately due and payable.

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

4. RIGHT TO PREPAY:

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

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

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

5. DEFAULT:

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

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

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

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

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

7. LENDER'S GENERAL POWERS:

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

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

8. WHEN FEDERAL LAW APPLIES:

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

9. SUCCESSORS AND ASSIGNS:

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

10. GENERAL PROVISIONS:

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

11. STATE-SPECIFIC PROVISIONS:

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

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

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

This is a joint and several obligation
E&G Auto Parts Inc

+ Marc J. Gelfand

+ Marc J. Gelfand (corporate seal)
secretary
E&G Auto Supply

+ Marc J. Gelfand

Marc J Gelfand Family Partnership

+ Marc J. Gelfand

Elk Parts Warehouse, Inc

+ Marc J. Gelfand

+ Marc J. Gelfand (corporate seal)
secretary



U.S. Small Business Administration

UNCONDITIONAL GUARANTEE

SBA Loan #	PLP 259-303-4008
SBA Loan Name	E&G Auto Parts Inc
Guarantor	Marc J Gelfand
Borrower	E&G Auto Parts Inc; E&G Auto Supply; Marc J Gelfand Family Partnership; Elk Parts Warehouse Inc
Lender	First Commonwealth Bank t/a Deposit Bank
Date	March 5, 1999
Note Amount	\$350,000.00

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

The "Note" is the promissory note dated March 5, 1999 in the principal amount of Three hundred fifty thousand & no/100 Dollars, from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

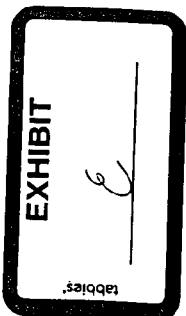
3. DEFINITIONS:

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

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

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



4. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantee;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

5. FEDERAL LAW:

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

6. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

- A. Guarantor waives all rights to:
 - 1) Require presentment, protest, or demand upon Borrower;
 - 2) Redeem any Collateral before or after Lender disposes of it;
 - 3) Have any disposition of Collateral advertised; and
 - 4) Require a valuation of Collateral before or after Lender disposes of it.
- B. Guarantor waives any notice of:
 - 1) Any default under the Note;
 - 2) Presentment, dishonor, protest, or demand;
 - 3) Execution of the Note;
 - 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
 - 5) Any change in the financial condition or business operations of Borrower or any guarantor;
 - 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
 - 7) The time or place of any sale or other disposition of Collateral.
- C. Guarantor waives defenses based upon any claim that:
 - 1) Lender failed to obtain any guarantee;
 - 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
 - 3) Lender or others improperly valued or inspected the Collateral;
 - 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

- 5) Lender impaired the Collateral;
- 6) Lender did not dispose of any of the Collateral;
- 7) Lender did not conduct a commercially reasonable sale;
- 8) Lender did not obtain the fair market value of the Collateral;
- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

7. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

8. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. SBA NOT A CO-GUARANTOR. Guarantor's liability will continue even if SBA pays Lender. SBA is not a co-guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
- E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements as Lender requires.
- G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

10. STATE-SPECIFIC PROVISIONS:

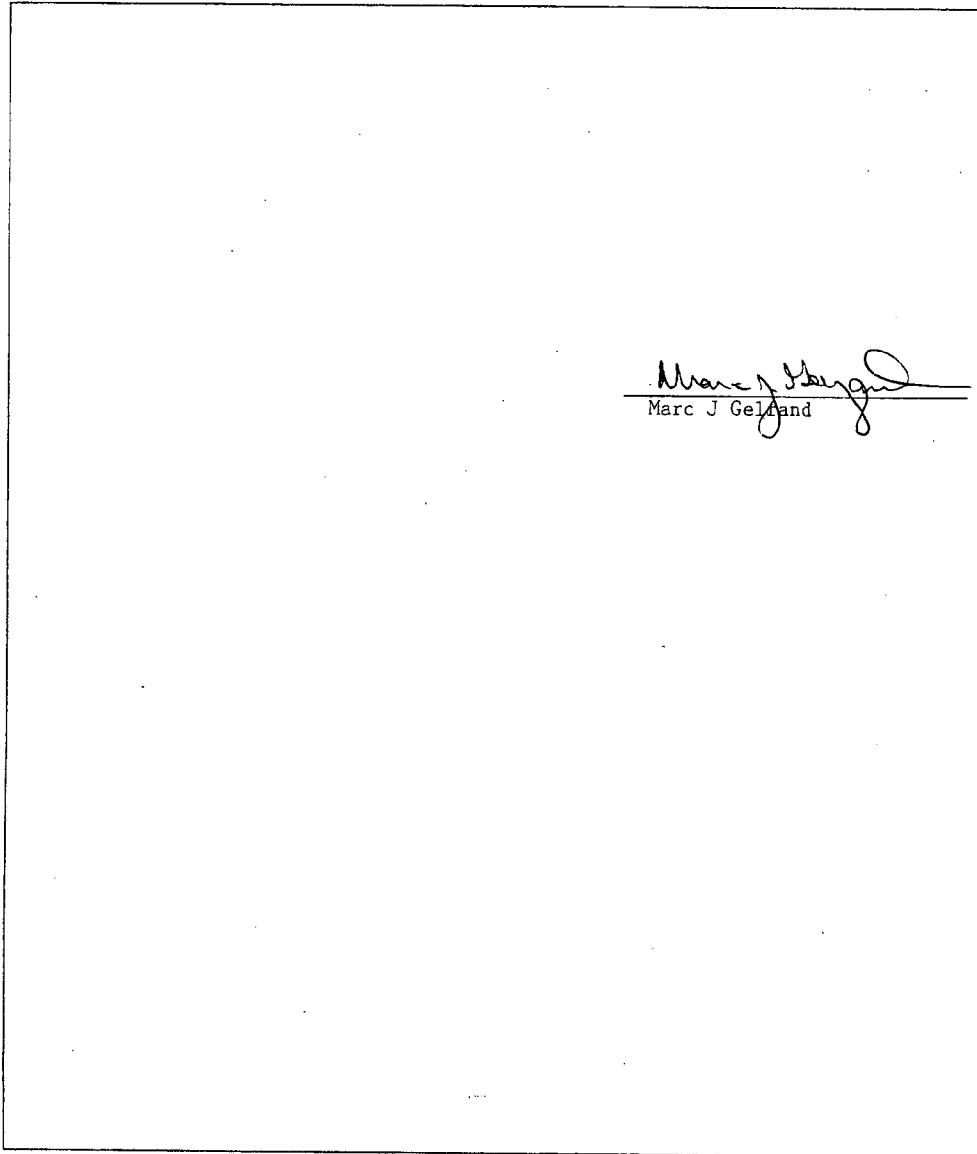
The undersigned hereby authorizes and empowers any attorney or clerk of any court of record in the United States or elsewhere to appear for and on behalf of the undersigned with or without declaration filed, confess judgment against the undersigned in favor of the holder, assignee or successor of holder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

11. GUARANTOR ACKNOWLEDGMENT OF TERMS.

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.



Marc J. Geland

Marc J Geland

Mortgage

Made this 5th day of March, 1999

Between

MARC J. GELFAND, of 772 Treasure Lake, DuBois, PA 15801

(hereinafter, whether one or more, called "Mortgagor")

And

DEPOSIT BANK, a division of First Commonwealth Bank, whose address is 2 East Long Avenue, P. O. Box 607A, DuBois, PA 15801

(hereinafter called "Mortgagee")

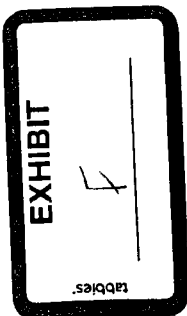
Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of Three Hundred

Fifty Thousand and no/100ths Dollars (\$ 350,000.00), lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All those certain parcels and lots of land situate in the Second Ward of the City of DuBois, Clearfield County, Pennsylvania, as described in Exhibit E attached hereto, and commonly known as 211 West Long Avenue, DuBois, PA 15801.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
PENNSYLVANIA
INSTRUMENT NUMBER
199903519
RECORDED ON
MAR 09, 1999
1:23:11 PM
RECORDING FEES - \$15.00
RECORDED
COUNTY IMPROVEMENT \$1.00
FUND
RECORDED
IMPROVEMENT FUND
\$1.00
STATE WRIT TAX \$0.50
TOTAL \$17.50



NOTICE

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

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

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

ALL those certain parcels and lots of land situate in the Second Ward of the City of DuBois, County of Clearfield, Pennsylvania, bounded and described as follows:

FIRST: BEGINNING at an iron pin on West Long Avenue, boundary line between the lands here conveyed and lands formerly of J. K. Seyler, now estate of Frank W. Porter; thence South $47^{\circ} 31'$ West, 142 feet to an iron pin at line of lands formerly of Frank W. Porter, now as conveyed to Grantee by description No. 2 hereof; thence North $62^{\circ} 5'$ West, 17.75 feet to the face of the building on the S. J. Schrecongost Estate lands, said building now held by the DuBois National Bank as Trustee; thence along said building line on the Schrecongost property North $31^{\circ} 26'$ East, 155.65 feet to West Long Avenue; thence along West Long Avenue, South $41^{\circ} 07'$ East, 63.3 feet, more or less, to an iron pin, the place of beginning

It is understood by Grantee that the foregoing described land has an encroachment on the easterly boundary thereof of a building on the Frank W. Porter Estate, of approximately .23 foot, at or about the middle of the said described land, said encroachment to exist only so long as the present building stands, and the said description above given is from survey of Kirk and Bouten as made January 18 and 19th, 1911.

SECOND: BEGINNING at a post in the northeasterly line of W. Spruce Alley and the southeasterly corner of lands conveyed by Executors of Frank W. Porter to S. J. Schrecongost Estate, The DuBois National Bank, Trustee, by deed dated December 5, 1944; thence northeasterly by line of lands of Schrecongost Estate; 24 feet to a post at the southwesterly corner of lands of Fred Loeb Estate; thence southeasterly by line of lands of said Fred Loeb Estate, 17.75 feet to a post at the southeasterly corner of lands of Fred Loeb Estate; thence southwesterly in a straight line parallel with and at all points 17.75 feet distant, southeasterly from the southeasterly line of lands of said Schrecongost Estate 24 feet to a post at West Spruce Alley; thence northwesterly by line of said West Spruce Alley, 17.75 feet to a post at the corner of lands of said Schrecongost Estate, the place of beginning.

Exhibit E

Together with the buildings and improvements erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest hereon, and shall keep and perform each of the other covenants, conditions, and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidences and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the Mortgaged premises and pay and discharge all Mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

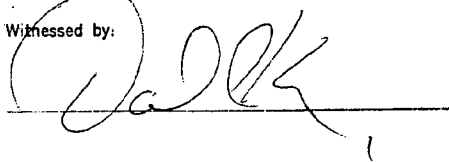
(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

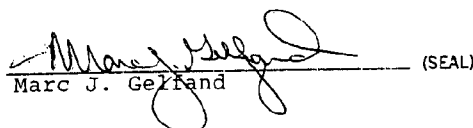
(7) Mortgagor agrees not to transfer title to the mortgaged premises unless the Mortgagee consents in writing to such transfer. A transfer to the heirs or devisees of the Mortgagor in the event of the Mortgagor's death shall not come within the prohibition of the foregoing sentence.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof of the day and year first above written.

Witnessed by:



 (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Commonwealth of Pennsylvania

County of Clearfield

ss.

On this, the 5th day of March, 1999, before me, a Notary Public,
the undersigned officer, personally appeared Marc J. Gelfand,

satisfactorily proven to me to be the person whose name is subscribed to the within Mortgage,
and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 2002
Member, Pennsylvania Association of Notaries

Margaret J. Thompson

Commonwealth of Pennsylvania

County of

ss.

On this, the _____ day of _____, 19____, before me,
the undersigned officer, personally appeared _____
satisfactorily proven to me to be the person whose name _____ subscribed to the within Mortgage,
and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____

Mortgage

FROM

MARC J. GELFAND

TO

DEPOSIT BANK, a division of
First Commonwealth Bank

Certificate of Residence of Mortgagee

I do hereby certify that the precise residence and complete post office address of the
Mortgagee is 2 E. Henry Ave. DuBois PA 15801

Attorney for Mortgagee

Commonwealth of Pennsylvania

County of

ss.

Recorded in the Office of the Recorder of Deeds in and for said County on the
day of _____, 19____, in Mortgage Book
Volume _____, page _____

Witness my hand and the seal of said office the day and year aforesaid.

Recorder.

VERIFICATION

I, Gary R. Carpenter, Special Assets Officer, First Commonwealth Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.



Gary R. Carpenter
Special Assets Officer
First Commonwealth Bank

FILED

MAY 26 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

PRAECIPE TO REINSTATE COMPLAINT

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

FILED Any pd. 7.00
JUN 07 2006 10:55 AM
1 Compl. Reinstated
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts (4)

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

VS.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

PRAECIPE TO REINSTATE COMPLAINT

TO: PROTHONOTARY

Please reinstate the Complaint in the above-captioned matter.

TUCKER ARENSBERG, P.C.

TUCKER ARENS
Heidi

Thomas E. Reiber, Esquire

Pa. I.D. No. 41825

Angela S. Abreu, Esquire

Pa. I.D. No, 90855

1500 One PPG Place

Pittsburgh, PA 15222

Telephone: (412) 566-1212

**Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff**

FILED

JUN 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101616
NO: 06-625-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK
vs.
DEFENDANT: MARC J. GELFAND

SHERIFF RETURN

NOW, June 07, 2006, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARC J. GELFAND.

NOW, June 12, 2006 AT 9:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARC J. GELFAND, DEFENDANT. THE RETURN OF ELK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

0/3:11
JUL 12 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101616
NO: 06-625-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK
vs.
DEFENDANT: MARC J. GELFAND

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	289403	10.00
SHERIFF HAWKINS	ARENSBERG	289403	12.00
ELK CO.	ARENSBERG	289416	34.35

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

Affidavit of Service

First Commonwealth Bank, f/k/a
Deposit Bank

vs.

Marc J. Gelfand

No. 625 Term, 20 06

Returnable within _____ days
from date of service hereof.

NOW June 12, 20 06 at 9:50 o'clock A.M.

served the within Complaint in Mortgage Foreclosure on Marc J. Gelfand

at Archive Management Warehouse, Rt. 219, Brockport, Elk County, PA, his place of
business,

by handing to him

a true and attested copy of the original Complaint in Mortgage Foreclosure and made

known to him the contents thereof. Sheriff's Costs - \$34.35 PAID

Sworn to before me this 28th

day of June A.D. 20 06

Candice J. Frey

My Commission Expires
January 7, 2008

Prothonotary

118.11-010

So answers,

Thomas C. Koster

Sheriff

John Gelfand

Deputy

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, June 07, 2006.

RESPECTFULLY,

Chester A. Hawkins

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

JUL 12 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20535
NO: 06-625-CD

PLAINTIFF: FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK
vs.
DEFENDANT: MARC J. GELFAND

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/26/2007

LEVY TAKEN 03/07/2007 @ 2:13 PM

POSTED 03/07/2007 @ 2:13 PM

SALE HELD 05/04/2007

SOLD TO FIRST COMMONWEALTH BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 07/18/2007

DATE DEED FILED 07/18/2007

PROPERTY ADDRESS 211 WEST LONG AVENUE DUBOIS , PA 15801

SERVICES

03/20/2007 @ 2:16 PM SERVED MARC J. GELFAND

SERVED MARC J. GELFAND, DEFENDANT, AT HIS PLACE OF EMPLOYMENT LELAND WHEEL PARTS, 110 SATTERLEE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARC J. GELFAND

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

FILED
07/10:35/61
JUL 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20535
NO: 06-625-CD

PLAINTIFF: FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK
vs.
DEFENDANT: MARC J. GELFAND

Execution REAL ESTATE

SHERIFF RETURN


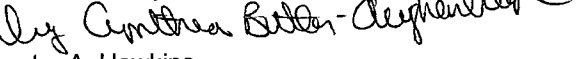
SHERIFF HAWKINS \$259.40

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

First Commonwealth Bank, f/k/a Deposit Bank

Vs.

NO.: 2006-00625-CD

Marc J. Gelfand

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK, Plaintiff(s) from MARC J. GELFAND, Defendant(s):

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

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


Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL:.....\$536,392.52
INTEREST from 08/12/06 through 02/28/07
at \$41.659407 per diem (Note):.....\$8,331.88
INTEREST from 08/12/06 through 02/28/07
at \$19.522280 per diem (Note-2):.....\$3,904.46
INTEREST: \$
ATTY'S COMM: \$
DATE: 02/26/2007

PROTHONOTARY'S COSTS PAID:.....\$132.00
LATE FEES (5% of \$6,192.72/mo. pmt. or
\$309.64/mo. for Sept. 2006-Feb. 2007):.....\$1,857.84
LATE FEES (5% of \$4,292.85/mo. pmt. or
\$214.64/mo. for Sept. 2006-Feb. 2007)(Note-2):...\$1,287.84
SHERIFF: \$
OTHER COSTS: \$
FORECLOSURE FEES:.....\$6,000.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 26th day
of February A.D. 2007
At 10:30 A.M./P.M.

Charles A. Hunkeler
Sheriff Dy. Cynthia Butler-Gelfand

Requesting Party: Thomas E. Reiber, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 06-625-CD
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF MARC J. GELFAND OF,
IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THOSE CERTAIN PARCELS AND LOTS OF LAND SITUATE IN THE
SECOND WARD, CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA,
BEING MORE FULLY DESCRIBED AT INSTRUMENT NO. 199903517.

BEING KNOWN AS 211 W. LONG AVENUE, DUBOIS, PA.

CLEARFIELD COUNTY TAX I.D. NO. 7-2-1-97

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 06-625-CD
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND.)	
)	
Defendant.)	

LEGAL DESCRIPTION OF REAL ESTATE

ALL those certain parcels and lots of land situate in the Second Ward of the City of DuBois, County of Clearfield, Pennsylvania, bounded and described as follows:

FIRST:

BEGINNING at an iron pin on West Long Avenue, boundary line between the lands here conveyed and lands formerly of J. K. Seyler, now estate of Frank W. Porter; thence South 47° 31' West, 142 feet to an iron pin at line of lands formerly of Frank W. Porter, as conveyed to Marc J. Gelfand by description No. 2 hereof; thence North 62° 5' West, 17.75 feet to the face of the building on the S. J. Schrecongost Estate lands, said building now held by the DuBois National Bank as Trustee; thence along said building line on the Schrecongost property North 31° 26' East, 155.65 feet to West Long Avenue; thence along West Long Avenue, South 41° 07' East, 63.3 feet, more or less, to an iron pin, the place of beginning.

It is understood that the foregoing described land has an encroachment on the easterly boundary thereof of a building on the Frank W. Porter Estate, of approximately .23 foot, at or about the middle of the said described land, said encroachment to exist only so long as the present building stands, and the said description above given is from survey of Kirk and Bouten as made January 18 and 19, 1911.

SECOND:

BEGINNING at a post in the northeasterly line of W. Spruce Alley and the southeasterly corner of lands conveyed by Executors of Frank W. Porter to S. J. Schrecongost Estate, the DuBois National Bank, Trustee, by deed dated December 5, 1944; thence northeasterly by line of lands of Schrecongost Estate, 24 feet to a post at the southwesterly corner of lands by Fred Loeb Estate; thence southeasterly by line of lands of said Fred Loeb Estate, 17.75 feet to a post at the southeasterly corner of lands of Fred Loeb Estate; thence southwesterly in a straight line parallel with and at all points 17.75 feet distant, southeasterly from the southeasterly line of lands of said Schrecongost Estate 24 feet to a post at West Spruce Alley; thence northwesterly by line of said West Spruce Alley, 17.75 feet to a post at the corner of lands of said Schrecongost Estate, the place of beginning.

BEING known as 211 West Long Avenue, Dubois, Pennsylvania.

SUBJECT to mortgages, deeds of trust, and to covenants, restrictions, easements and rights of way of record in the deeds forming the chain of title to this property.

BEING the same premises granted and conveyed unto Marc J. Gelfand, an individual, by Deed of Fern Schwartz and Hope Alcorn, personal representatives of the Estate of Clara Adi Gelfand, dated June 18, 1998, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on March 9, 1999 at Instrument No. 199903517.

CLEARFIELD COUNTY TAX I.D. NO. 7-2-1-97

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Angela S. Abreu, Esquire
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

293613.1:BF/#11555-124417

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MARC J. GELFAND

NO. 06-625-CD

NOW, July 18, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 04, 2007, I exposed the within described real estate of Marc J. Gelfand to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	36.86
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$259.40

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	536,392.52
INTEREST @ %	0.00
FROM TO 05/04/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	3,145.68
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	6,000.00
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	12,236.34
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$557,794.54

COSTS:

ADVERTISING	1,110.45
TAXES - COLLECTOR	1,667.68
TAXES - TAX CLAIM	6,550.68
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	259.40
LEGAL JOURNAL COSTS	108.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$10,003.71

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
Telephone: (412) 566-1212

FILED Any pd. 20.00
JUL 27 2006 11:38/61 Notice to Def.
Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 06-625 CD
Plaintiff,)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

Kindly enter Judgment against the Defendant above named in default of an Answer, in the amount of \$533,330.67, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 512,023.76
Interest from 03/08/06 through 07/13/06 at \$41.659407 per diem (Note).....	5,290.74
Interest from 03/08/06 through 07/13/06 at \$19.522280 per diem (Note-2)	2,479.33
Late Fees (5% of \$6,192.72/mo. pmt. or \$309.64/mo. for months of March through July, 2006) (Note).....	1,548.20
Late Fees (5% of \$4,292.85/mo. pmt. or \$214.64/mo. for months of March through July, 2006) (Note-2)	1,073.20
Legal Fees and Costs through 07/12/06	<u>10,915.44</u>
TOTAL.....	\$ 533,330.67

I hereby certify that the appropriate Notice of Default, as attached, has been mailed in accordance with PA R.C.P. 237.1 on the date indicated on the Notice.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Angela S. Abreu, Esquire
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Plaintiff : First Commonwealth Bank, f/k/a Deposit Bank
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222
Defendant: Marc J. Gelfand, 772 Treasure Lake, DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

Case No. 06-625 CD.

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF INDIANA)

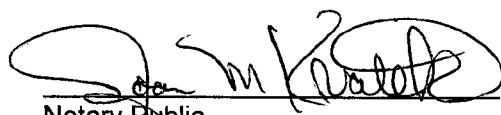
SS:

I, Gary R. Carpenter, Special Assets Officer, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendant, Marc J. Gelfand is not a member of the military service of the United States of America to the best of my knowledge, information, and belief.


Gary R. Carpenter
Special Assets Officer
First Commonwealth Bank

Sworn to and subscribed before me

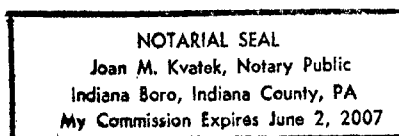
this 8th day of March, 2006.


Notary Public

My Commission Expires:

June 2, 2007

BANK_FIN:269240-1 011555-124417



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
f/k/a DEPOSIT BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 06-625-CD
)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

TO: Marc J. Gelfand
772 Treasure Lake
DuBois, PA 15801

DATE OF NOTICE: June 30, 2006

IMPORTANT NOTICE

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

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By: 

Thomas E. Reiber, Esquire
Angels A. Abreu, Esquire
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

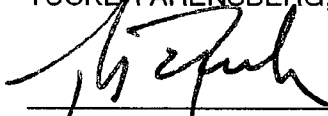
CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon Defendant, Marc J. Gelfand, by depositing same in the United States Mail, first class postage prepaid, on the 30th day of June, 2006 at the following address:

Marc J. Gelfand
772 Treasure Lake
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By:



Thomas E. Reiber, Esquire



~~FILED~~
~~JUL 27 2006~~
~~William A. Shaw~~
~~Prothonotary/Clerk of Courts~~

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



First Commonwealth Bank
Deposit Bank
Plaintiff(s)

No.: 2006-00625-CD

Real Debt: \$533,330.67

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Marc J. Gelfand
Defendant(s)

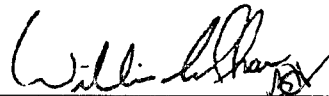
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 27, 2006

Expires: July 27, 2011

Certified from the record this 27th day of July, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
FORMERLY KNOWN AS DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 06 - 625 CD

vs.

**PETITION TO DETERMINE FAIR
MARKET VALUE PURSUANT TO
42 PA. CSA §8103**

MARC J. GELFAND,

Defendant.

Filed on Behalf of First Commonwealth Bank,
formerly known as Deposit Bank, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. #41825
Angela S. Abreu, Esquire
Pa. I.D. #90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

FILED ^{NO cc}
m/12:43
DEC 08 2006 (GR)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
formerly known as DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

)
)
)
)
)
)
)
)
)
)

No. 06 - 625 CD

NOTICE TO DEFEND

You have been sued in court. The Petition set forth in the following pages requests the court to determine the amount which should be credited against any liability you may have to the Petitioner as a result of the purchase by the Petitioner at an execution sale of the real property described in the Petition. If you wish to defend against the Petition, you must take action within twenty (20) days after this Petition and Notice are served upon you by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the matters set forth in the Petition. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any claim or relief requested by the Petitioner. You may lose money or property or other rights important to you.

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

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

<u>Parcel No.</u>	<u>Assessed Value</u>	<u>Common Level Ratio</u>	<u>Adjusted Value</u>
2-51-0-028	\$26,600.00	3.08	\$81,928.00
TOTAL	26,600.00	x3.08	\$81,928.00

CLEARFIELD COUNTY

<u>Parcel No.</u>	<u>Assessed Value</u>	<u>Common Level Ratio</u>	<u>Adjusted Value</u>
7-2-1-97	\$31,050.00	5.47	\$169,843.50
TOTAL	\$31,050.00	x 5.47	\$169,843.50

ELK COUNTY

<u>Parcel/Map No.</u>	<u>Assessed Value</u>	<u>Common Level Ratio</u>	<u>Adjusted Value</u>
12-016023/12-12- 247-2417	\$15,900.00	2.18	\$34,662.00
13-018827/13-13- 253-1735	\$22,720.00	2.18	\$49,529.60
TOTAL	\$38,620.00	x 2.18	\$84,191.60

JEFFERSON COUNTY

<u>Parcel No.</u>	<u>Assessed Value</u>	<u>Common Level Ratio</u>	<u>Adjusted Value</u>
05-009-0105	\$50,860.00	1.85	\$94,091.00
TOTAL	\$50,860.00	x1.85	\$94,091.00

The foregoing chart sets forth each applicable parcel number and the respective assessed value in each county, and the adjusted value pursuant to 42 Pa. C.S.A. § 8103(F.1).

5. The Defendant is obligated to the Bank for loans and other credit accommodations, pursuant to certain notes, agreements, mortgages and security agreements executed and delivered by the Defendant with, to or in favor of the Bank, including, but not limited to:

(A) Term Loans. (i) On or about March 5, 1999, Elk Parts Warehouse, Inc. ("Borrower") executed and delivered a Promissory Note to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$558,000.00, together with interest thereon in the manner provided therein ("Note-1"). (ii) On or about March 5, 1999, Borrower executed and delivered a SBA Note to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$350,000.00, together with interest thereon in the manner provided therein ("Note-2").

(B) Guaranty. (i). On or about March 5, 1999 Defendant executed and delivered a Commercial Guaranty to the Bank, whereby the Defendant agreed to guaranty the outstanding obligations of the Borrower in Note-1 (the "Guaranty-1"). (ii) On or about March 5, 1999 Defendant executed and delivered an Unconditional SBA Guaranty to the Bank, whereby the Defendant agreed to guaranty the outstanding obligations of the Borrower in Note-2 (the "Guaranty-2").

(C) Mortgages. (i) that certain Mortgage dated March 5, 1999, securing Note-1, and recorded March 9, 1999 with the Recorder of Deeds of Cameron County, Pennsylvania at Book Volume 132, page 234 (the "**Note-1 Cameron Mortgage**"), (ii) that certain Mortgage dated March 5, 1999, securing Note-2, and recorded March 9, 1999 with the Recorder of Deeds of Cameron County, Pennsylvania at Book Volume 132, page 241 (the "**Note-2 Cameron Mortgage**"), (iii) that certain Mortgage dated March 5, 1999, securing Note-1, and recorded March 9, 1999 with the Recorder of Deeds of Clearfield County, Pennsylvania at Instrument #199903518 (the "**Note-1 Clearfield Mortgage**"); (iv) that certain Mortgage dated March 5, 1999, securing Note-2, and recorded March 9, 1999 with the Recorder of Deeds of Clearfield County, Pennsylvania at Instrument #199903519 (the "**Note-2 Clearfield Mortgage**"); (v) that certain Mortgage dated March 5, 1999, securing Note-1, and recorded March 9, 1999 with the Recorder of Deeds of Elk County, Pennsylvania at Mortgage Book Volume 384, page 937 (the "**Note-1 Elk Mortgage-1**"); (vi) that certain Mortgage dated March 5, 1999, securing Note-2, and recorded March 9, 1999 with the Recorder of Deeds of Elk County, Pennsylvania at Book Volume 384, page 944 (the "**Note-2 Elk Mortgage-1**"); (vii) that certain Mortgage dated March 5, 1999, securing Note-1, and recorded March 9, 1999 with the Recorder of Deeds of Elk County, Pennsylvania at Mortgage Book Volume 384, page 957 (the "**Note-1 Elk Mortgage-2**"); (viii) that certain Mortgage dated March 5, 1999, securing Note-2, and recorded March 9, 1999 with the Recorder of Deeds of Elk County, Pennsylvania at Book Volume 384, page 964 (the "**Note-2 Elk Mortgage-2**"); (ix) that certain Mortgage dated March 5, 1999, securing Note-1,

and recorded March 9, 1999 with the Recorder of Deeds of Jefferson County, Pennsylvania at Book Volume 135, page 371 (the "**Note-1 Jefferson Mortgage**"); (x) that certain Mortgage dated March 5, 1999, securing Note-2, and recorded March 9, 1999 with the Recorder of Deeds of Jefferson County, Pennsylvania at Book Volume 135, page 378 (the "**Note-2 Jefferson Mortgage**", and together with the Note-1 Cameron Mortgage, the Note-2 Cameron Mortgage, the Note-1 Clearfield Mortgage, the Note-2 Clearfield Mortgage, the Note-1 Elk Mortgage-1, the Note-2 Elk Mortgage-1, the Note-1 Elk Mortgage-2, the Note-2 Elk Mortgage-2, and the Note-1 Jefferson Mortgage, collectively, the "**Mortgages**") whereby the Debtor granted to the Bank liens upon all of Debtor's real estate located in Cameron, Clearfield, Elk and Jefferson Counties, Pennsylvania (the real estate subject to the Mortgages, is referred to herein as the "**Mortgaged Property**").

6. On July 26, 2006, judgment was entered against Defendant pursuant to a Complaint in Mortgage Foreclosure against the Defendant with the Court of Common Pleas of Cameron County at No. 2006 - 1468 in the amount of \$533,330.67 (the "**Cameron Judgment**").

7. On July 27, 2006, judgment was entered against Defendant pursuant to a Complaint in Mortgage Foreclosure against the Defendant with the Court of Common Pleas of Clearfield County at No. 06 - 625 - CD in the amount of \$533,330.67 (the "**Clearfield Judgment**").

8. On September 25, 2006, judgment was entered against Defendant pursuant to two Complaints in Mortgage Foreclosure against the Defendant's two properties in Clearfield County with the Court of Common Pleas of Clearfield County at Nos. 2006 - 319 and 2006 - 320, each in the amount of \$533,330.67 (the "**Elk Judgments**").

9. On September 26, 2006, judgment was entered against Defendant pursuant to a Complaint in Mortgage Foreclosure against the Defendant with the Court of Common Pleas of Jefferson County at No. 321 - 2006 CD, in the amount of \$533,330.67 (the "**Jefferson Judgment**").

10. The Plaintiff is in the process of setting the Mortgaged Property for sheriff's sales in Cameron, Clearfield, Elk and Jefferson Counties.

11. Pursuant to 42 Pa. C.S. §8103(F.1), if real property collateral is located in more than one county, a judgment creditor shall petition the deficiency court (the Court of Common Pleas located in the county where the highest adjusted value land is located) to determine and fix the fair market value of all of the real property collateral determined on a parcel-by-parcel basis.

12. As the adjusted value of the real property subject to the Plaintiff's lien in Clearfield County is greater than the adjusted value of the real property subject to the Plaintiff's lien in Cameron, Elk or Jefferson Counties, the Court of Common Pleas of Clearfield County is the deficiency court for the purposes of determining the adjusted value of the Defendant and Respondents' real property.

13. Pursuant to 42 Pa. C.S. §8103(g), the "adjusted value of land" is (a) the assessed value of a parcel of real property collateral determined for real estate tax purposes, multiplied by (b) the applicable common level ratio factor published by the State Tax Equalization Board.

14. Pursuant to 42 Pa. C.S. §8103(F.1), the determination of the fair market value of the real property collateral by the deficiency court shall be made before an execution sale is held with respect to any real property collateral.

15. As calculated pursuant to 42 Pa. C.S.A. § 8103(F.1), the adjusted value of the Mortgaged Property is One Million Six Hundred Fifty Five Thousand Seven Hundred Eighty Eight and 20/100 Dollars (\$1,655,788.20).

16. Pursuant to 42 Pa. C.S.A. § 8103(F.1), this Honorable Court should fix the pre-execution fair market value of the Mortgaged Property at the amount of Four Hundred Thirty Thousand Fifty Four and 10/100 Dollars (\$430,054.10), subject to any party in interest having

the right to petition this Honorable Court to increase/decrease the pre-execution fair market value following execution and sale of the Mortgaged Property.

WHEREFORE, Petitioner First Commonwealth Bank respectfully prays that this Court enter an Order fixing the pre-execution fair market value of the Mortgaged Property at Four Hundred Thirty Thousand Fifty Four and 10/100 Dollars (\$430,054.10), subject to any party in interest having the right to petition this Honorable Court to increase/decrease the pre-execution fair market value following execution and sale of the Mortgaged Property, and granting Petitioner such other relief as this Court deems just and proper.

Respectfully submitted,

TUCKER ARENSBERG, P.C.



Dated: December 5, 2006

Thomas E. Reiber, Esquire
Pa. I.D. #41825
Angela S. Abreu, Esquire
Pa. I.D. #90855
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Counsel for First Commonwealth Bank,
formerly known as Deposit Bank

Exhibit "A"

Parcel No. 2-51-0-028
327 Portage Street
Emporium, Pennsylvania
Cameron County

ALL that certain piece, parcel or lot of land situate on the west side of Portage Street, Borough of Emporium, County of Cameron, Pennsylvania, bounded and described as follows:

BEGINNING at the northeast corner of lands now or formerly of Nellie Burfield; thence running westerly along the line of said Burfield lands, one hundred forty-five (145) feet, more or less, to a point located on the line of other lands of John L. Johnson; thence northerly sixty-three (63) feet, more or less, to a point on the line of other land of John L. Johnson; thence easterly one hundred forty-five (145) feet, more or less, to a point of other land of John L. Johnson; thence southerly along the west line of Portage Street, sixty-three (63) feet, more or less, to the place of beginning.

Also granting and conveying unto Elmer A. Johnson, his heirs and assigns, the right to use in common with other people located on other lands of the said John L. Johnson the sewer located to the north of the above described premises, together with the right of way as now existing for water and gas lines located just north of the above described property, with the privilege of ingress, egress, and regress over other lands of the said John L. Johnson, for the purpose of maintaining, repairing or replacing, sewage, gas or water lines as now located.

BEING the same premises conveyed to Emanuel Gelfand and Harry Gelfand by deed from Joseph J. Fragale, et ux., dated August 10, 1970 and recorded in the Recorder's Office of Cameron County in Deed Book 78 at page 16. Emanuel Gelfand died on November 28, 1984 and his Last Will and Testament dated October 24, 1980 was probated on July 26, 1985 in the Office of the Register of Wills of Elk County, Pennsylvania at Estate Number 8931. Said Last Will and Testament of Emanuel Gelfand devised and bequeathed all of his estate to a trust for the benefit of the Grantor, Clara Adi Gelfand, his spouse; the corpus of said trust was distributed to the Grantor, free and clear of Trust.

AND FURTHER BEING the same property a one-half (1/2) interest in which was conveyed to Grantor, Clara Adi Gelfand, by deed dated February 5, 1993 and recorded in the Recorder's Office of Cameron County in Deed Book 99, at page 462 by Harry Gelfand.

Parcel No. 7-2-1-97
211 W. Long Avenue
DuBois, Pennsylvania
Clearfield County

ALL those certain parcels and lots of land situate in the Second Ward of the City of DuBois, County of Clearfield, Pennsylvania, bounded and described as follows:

FIRST: BEGINNING at an iron pin on West Long Avenue, boundary line between the lands here conveyed and lands formerly of J. K. Seyler, now estate of Frank W. Porter; thence South $47^{\circ} 31'$ West, 142 feet to an iron pin at line of lands formerly of Frank W. Porter, now as conveyed to Grantee by description No. 2 hereof; thence North $62^{\circ} 5'$ West, 17.75 feet to the face of the building on the S. J. Schrecongost Estate lands, said building now held by the DuBois National Bank as Trustee; thence along said building line on the Schrecongost property North $31^{\circ} 26'$ East, 155.65 feet to West Long Avenue; thence along West Long Avenue, South $41^{\circ} 07'$ East, 63.3 feet, more or less, to an iron pin, the place of beginning

It is understood by Grantee that the foregoing described land has an encroachment on the easterly boundary thereof of a building on the Frank W. Porter Estate, of approximately .23 foot, at or about the middle of the said described land, said encroachment to exist only so long as the present building stands, and the said description above given is from survey of Kirk and Bouten as made January 18 and 19th, 1911.

SECOND: BEGINNING at a post in the northeasterly line of W. Spruce Alley and the southeasterly corner of lands conveyed by Executors of Frank W. Porter to S. J. Schrecongost Estate, The DuBois National Bank, Trustee, by deed dated December 5, 1944; thence northeasterly by line of lands of Schrecongost Estate; 24 feet to a post at the southwesterly corner of lands of Fred Loeb Estate; thence southeasterly by line of lands of said Fred Loeb Estate, 17.75 feet to a post at the southeasterly corner of lands of Fred Loeb Estate; thence southwesterly in a straight line parallel with and at all points 17.75 feet distant, southeasterly from the southeasterly line of lands of said Schrecongost Estate 24 feet to a post at West Spruce Alley; thence northwesterly by line of said West Spruce Alley, 17.75 feet to a post at the corner of lands of said Schrecongost Estate, the place of beginning.

BEING the same premises conveyed to Emanuel Gelfand and Harry Gelfand by deed from Morris Shakespeare, dated January 22, 1973 and recorded in the Recorder's Office of Clearfield County in Deed Book 623 at page 193. Emanuel Gelfand died on November 28, 1984 and his Last Will and Testament dated October 24, 1980 was probated on July 26, 1985 in the Office of the Register of Wills of Elk County, Pennsylvania at Estate Number 8931. Said Last Will and Testament of Emanuel Gelfand devised and bequeathed all of his estate to a trust for the benefit of the Grantor, Clara Adi Gelfand, his spouse; the corpus of said trust was distributed to the Grantor, free and clear of Trust.

AND FURTHER BEING the same property a one-half ($1/2$) interest in which was conveyed to Grantor, Clara Adi Gelfand, by deed dated February 5, 1993 and recorded in the Recorder's Office of Clearfield County in Deed Book 1512, at page 574 by Harry Gelfand.

SUBJECT TO mortgages, deeds of trust, and to covenants, restrictions, easements, and rights of way of record in the deeds forming the chain of title to this property, including that certain mortgage dated February 5, 1993 by and between the Grantor, as mortgagor, and Harry Gelfand and Marilyn Gelfand as the mortgagees.

Together with all and singular the real estate ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of the said Clara Adi Gelfand at and immediately before the time of her death in law, equity, or otherwise, howsoever, of, in, to or out of the same:

Parcel / Map No.
12-016023 / 12-12-247-2417
152 Main Street
Ridgway, Pennsylvania
Elk County

ALL that certain piece, parcel or lot of land situate in the Borough of Ridgway, County of Elk, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the south side of Main Street at the northeast corner of Town Lot No. 15, and the northwest corner of Lot No. 16, according to John J. Ridgway's Map or Plan of the Town of Ridgway; thence along the boundary line between Lots Nos. 15 and 16 South 23° 25' East, one hundred and sixty (160) feet to a post in the north margin of Elm Alley; thence along the north margin of said alley South 66° 35' West, fifty-three (53) feet to a post; thence by a line parallel with the boundary lines between Lots Nos. 15 and 16, North 23° 25' West one hundred and sixty (160) feet to a post in the south margin of Main Street; thence along the south margin of Main Street, North 66° 35' East, fifty-three (53) feet to the place of beginning.

CONTAINING eight thousand, four hundred and eighty (8,480) square feet of land, and being part of town Lot No. 15, according to said Map or Plan; and

BEING known as premises numbered 152 Main Street, Ridgway, Elk County, Pennsylvania; and

AND BEING the same premises conveyed to Emanuel Gelfand and Harry Gelfand by deed from Robert F. Pontzer, et al, dated April 8, 1958 and recorded in the Recorder's Office of Elk County in Deed Book 140 at page 217. Emanuel Gelfand died on November 28, 1984 and his Last Will and Testament dated October 24, 1980 was probated on July 26, 1985 in the Office of the Register of Wills of Elk County, Pennsylvania at Estate Number 8931. Said Last Will and Testament of Emanuel Gelfand devised and bequeathed all of his estate to a trust for the benefit of the Grantor, Clara Adi Gelfand, his spouse; the corpus of said trust was distributed to the Grantor, free and clear of Trust.

AND FURTHER BEING the same property a one-half (1/2) interest in which was conveyed to Grantor, Clara Adi Gelfand, by deed dated February 5, 1993 and recorded in the Recorder's Office of Elk County in Deed Book 284, at page 303 by Harry Gelfand.

Parcel / Map No.
13-018827 / 13-13-253-1735
590 St. Marys Street
St. Marys, Pennsylvania
Elk County

ALL that certain piece or parcel of land situate in the Borough of St. Marys, County of Elk, Pennsylvania, bounded and described as follows:

BEGINNING at an iron post in the west side of South St. Marys Street, said post marking the southeast corner of land now or formerly owned by John Meisel, and being North $0^{\circ} 02'$ West 605.4 feet from a steel axle at the intersection of the western line of South St. Marys Street with the southern line of the Borough of St. Marys; thence along the west line of South St. Marys Street southerly ninety (90) feet to a point, thence South $89^{\circ} 58'$ West two hundred and thirty-eight (238) feet more or less, to a point; thence northerly ninety (90) feet, more or less, to a point in the extension of the southern line of the aforesaid John Meisel land; thence along the southern line of the aforesaid John Meisel land, and an extension thereof, (as defined in an agreement between Katherine Meisel, et vir and John Meisel, duly recorded) North $89^{\circ} 58'$ East two hundred and thirty eight (238) feet, more or less, to the place of beginning.

BEING all of Lot 19 on South St. Marys Street, with the exception of so much of the northern portion thereof as was quitclaimed or released by Katherine Meisel et vir to John Meisel, and being also part of lot No. 17 on South St. Marys Street, as conveyed to Carl F. Pontzer by deed of Katherine Meisel et vir, dated March 15, 1945 and recorded in Elk County Deed Book 105, page 156; and being also part of the same premises conveyed to Carl F. Pontzer by deed of Albert T. Lenze, unmarried, dated June 17, 1946 and recorded in Elk County Deed Book 106, page 583.

The said Carl F. Pontzer having died testate, the said premises were, inter alia awarded to Margaret K. Pontzer by a decree of the Orphans' Court of Elk County, Pennsylvania, dated July 12, 1954, a certified copy of which was recorded in Elk County Deed Book 122, page 211.

BEING the same premises conveyed to Emanuel Gelfand and Harry Gelfand by deed from Margaret K. Pontzer, dated September 28, 1956 and recorded in the Recorder's Office of Elk County in Deed Book 133 at page 167. Emanuel Gelfand died on November 28, 1984 and his Last Will and Testament dated October 24, 1980 was probated on July 26, 1985 in the Office of the Register of Wills of Elk County, Pennsylvania at Estate Number 8931. Said Last Will and Testament of Emanuel Gelfand devised and bequeathed all of his estate to a trust for the benefit of the Grantor, Clara Adi Gelfand, his spouse; the corpus of said trust was distributed to the Grantor, free and clear of Trust.

AND FURTHER BEING the same property a one-half ($1/2$) interest in which was conveyed to Grantor, Clara Adi Gelfand, by deed dated February 5, 1993 and recorded in the Recorder's Office of Elk County in Deed Book 284, at page 300 by Harry Gelfand.

SUBJECT TO mortgages, deeds of trust, and to covenants, restrictions, easements, and rights of way of record in the deeds forming the chain of title to this property, including that certain mortgage dated February 5, 1993 by and between the Grantor, as mortgagor, and Harry Gelfand and Marilyn Gelfand as the mortgagees.

Parcel No. 05-009-0105
Route 219
Cherry Street
Brockway, Pennsylvania
Jefferson County

ALL that certain piece, parcel or lot of land situate in the Borough of Brockway, Jefferson County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cherry Street, 30 feet Northwest of an iron post, marking the Southwest corner of a lot of land owned by now or formerly by Samuel H. Harding, which place of beginning is the Southwest corner of a strip of land 30 feet wide granted and conveyed to the said Samuel H. Harding by the Beadle Corporation on the 31st day of August, 1953; then North 39° East to a creek; thence along said creek 50 feet, more or less, to a point; thence along other lands now or formerly of Beadle Corporation South 39° West to Cherry Street; thence along said Cherry Street 50 feet to the place of beginning.

BEING the same premises conveyed to Emanuel Gelfand and Harry Gelfand by deed dated October 1, 1969 and recorded in the Recorder's Office of Jefferson County in Deed Book 393 at page 983 by Anthony L. Petruzzi. Emanuel Gelfand died on November 28, 1984 and his Last Will and Testament dated October 24, 1980 was probated on July 26, 1985 in the Office of the Register of Wills of Elk County, Pennsylvania at Estate Number 8931. Said Last Will and Testament of Emanuel Gelfand devised and bequeathed all of his estate to a trust for the benefit of the Grantor, Clara Adi Gelfand, his spouse; the corpus of said trust was distributed to the Grantor, free and clear of Trust.

AND FURTHER BEING the same property a one-half (1/2) interest in which was conveyed to Grantor, Clara Adi Gelfand, by deed dated February 5, 1993 and recorded in the Recorder's Office of Jefferson County in Deed Book 559, at page 817 by Harry Gelfand.

SUBJECT TO mortgages, deeds of trust, and to covenants, restrictions, easements, and rights of way of record in the deeds forming the chain of title to this property, including that certain mortgage dated February 5, 1993 by and between the Grantor, as mortgagor, and Harry Gelfand and Marilyn Gelfand as the mortgagors.

Together with all and singular the real estate ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand

whatsoever of the said Clara Adi Gelfand at and immediately before the time of her death in law, equity, or otherwise, howsoever, of, in, to or out of the same:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
formerly known as DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

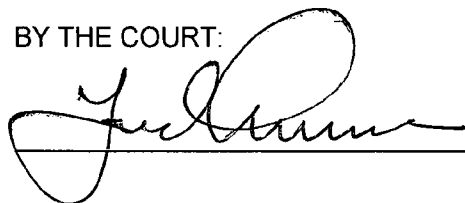
Defendant.

No. 06 - 625 CD

ORDER FOR HEARING ON PETITION TO
FIX FAIR MARKET VALUE OF REAL PROPERTY

AND NOW, to-wit, this 11th day of December, 2006, upon
consideration of the within Petition, the Court fixes January 25, 2007, at 10:00
A.m., before the Honorable Judge Ammerman, Clearfield County Courthouse, Clearfield,
Pennsylvania 16830, as the time and place for hearing on said Petition. Petitioner shall forthwith
serve the Respondents and any other parties listed in the caption with a copy of the Petition and
this Order by first class United States Mail, postage prepaid. Responses are due within twenty (20)
days of mailing of the Petition and this Order. Failure by Respondents to file a Response shall
result in Entry of a Default Judgment on the Petition.

BY THE COURT:

 J.

FILED REC AKH
01:45 cm Reiber
DEC 11 2006 @

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12-11-2006

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

DEC 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
formerly known as DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

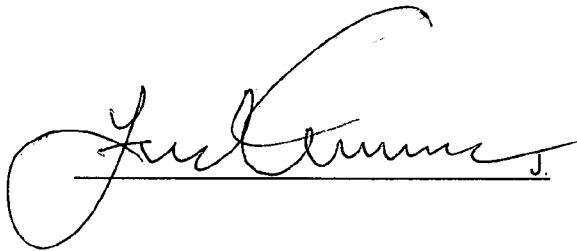
Defendant.

No. 06 - 625 CD

ORDER

AND NOW, to-wit, this 25th day of January, 2006 upon consideration of the Petition filed by First Commonwealth Bank, formerly known as Deposit Bank (the "Petition") and appropriate responses thereto, it is ORDERED, ADJUDGED, and DECREED that the fair market value of the property listed in Exhibit "A" to the Plaintiff's Petition is hereby fixed at Four Hundred Thirty Thousand Fifty Four and 10/100 Dollars (\$430,054.10) pursuant to 42 Pa. C. S. A. §8103, subject to any party in interest having the right to petition this Honorable Court to increase/decrease the pre-execution fair market value following execution and sale of the Mortgaged Property.

BY THE COURT:



FILED 4CC
01/10:32/11
JAN 25 2007
Att'y Reiber
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JAN 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/25/07

☒ You are responsible for serving all appropriate parties.

___ The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
FORMERLY KNOWN AS DEPOSIT BANK,

Plaintiff,

CIVIL DIVISION

No. 06 - 625 CD

vs.

MARC J. GELFAND,

Defendant.

CERTIFICATE OF SERVICE

Filed on Behalf of First Commonwealth Bank,
formerly known as Deposit Bank, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. #41825
Angela S. Abreu, Esquire
Pa. I.D. #90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

FILED

DEC 14 2006

m111230 (u)

William A. Shaw

Prothonotary/Clerk of Courts

1 Cert to App

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
formerly known as DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

)
)
)
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)
)

No. 06 - 625 CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Petition to Determine Fair Market Value Pursuant to 42 PA. CSA §8103 and Order setting hearing date was served upon the party listed below by First Class U.S. Mail, postage prepaid on the 12th day of December, 2006.:

Marc J. Gelfand
772 Treasure Lake
DuBois, PA 15801

Dated: December 12, 2006

TUCKER ARENSBERG, P.C.

By:



Thomas E. Reiber
Pa. I.D. #41825
500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

Counsel for Plaintiff

William A. Shaw
Prothonotary/Clerk of Courts

FILED
DEC 14 2006

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

First Commonwealth Bank
(Plaintiff)

CIVIL ACTION

(Street Address)

No. 06-625 CD

(City, State ZIP)

Type of Case: Mortgage Foreclosure

Type of Pleading: Verification

VS.

Filed on Behalf of:

Mark J. Gelfond
(Defendant)

First Commonwealth Bank
(Plaintiff/Defendant)

(Street Address)

(City, State ZIP)

Thomas E. Reiber, Esq.
(Filed by)

(Address)

(Phone)

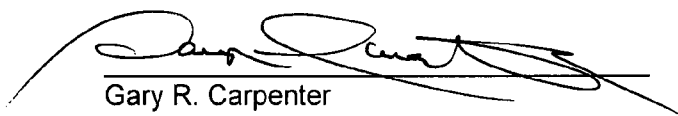
[Signature]
(Signature)

FILED NO CC
010:36/54
JAN 25 2007 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

I, Gary R. Carpenter, Loan Workout Officer I, First Commonwealth Bank, do hereby
depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification
to authorities, that the facts set forth in the foregoing ^{petition to fix fair market value} ~~complaint in mortgage foreclosure~~ are
true and correct upon my information and belief. I further depose and say that, in my position as
Loan Workout Officer I, I am duly authorized to make this authorization on behalf of the Bank.



Gary R. Carpenter
Loan Workout Officer I
First Commonwealth Bank

FILED

JAN 25 2007

**William A. Shaw
Prothonotary/Clerk of Courts**

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

First Commonwealth Bank
(Plaintiff)

CIVIL ACTION

(Street Address)

No. 06-625 CD

Type of Case: Mortgage Foreclosure

(City, State ZIP)

Type of Pleading: Appraisals

VS.

Filed on Behalf of:

Marc J. Gelfond
(Defendant)

First Commonwealth Bank
(Plaintiff/Defendant)

(Street Address)

(City, State ZIP)

Thomas E. Reiber, Esq.
(Filed by)

(Address)

(Phone)

Th E Reiber
(Signature)

FILED

010:37/ST
JAN 25 2007

Filed per
Judge Ammerman's
instructions

William A. Shaw
Prothonotary/Clerk of Courts

(GR)

*** INVOICE ***

Advantage Appraisals
257 Main St Suite A
Brookville, PA 15825

Invoice #: 06090440

Date Invoiced 10-27-2006

Terms: 30 day net

Date Due: 11-27-2006

To: First Commonwealth Bank
PO Box 400
Gary Carpenter

Borrower: Gelfand, Mark

For Property located at

327 Portage St
Emporium PA 15834

Fee: \$ 800

Remittance Copy

Please remit payment to: Advantage Appraisals
257 Main St Suite A
Brookville, PA 15825

Invoice #: 06090440

File #: 06090440

Total Amount Due: \$ 800

Amount Remitted (if different) \$

First Commonwealth Bank
PO Box 400

In accordance with your request, I have personally
inspected and appraised the property located at:

327 Portage St
Emporium PA 15834

The purpose of the appraisal was to estimate the market
value of the property, as improved, in unencumbered fee
simple title of ownership.

It is my opinion that the estimated market value of the
property as of 10-9-2006 is \$ 39,000 .

Respectfully submitted,



Lori J McAninch, SRA, GRI

APPRAISAL UPDATE

File No: 06090440

Client: First Commonwealth Bank

Borrower: Gelfand, Mark

On 10-9-2006 (effective date), the property situated at:

327 Portage St

Emporium

PA

15834

Was appraised by me, or by: Paul A. Brazinski, Jr.

The original report was date 10-9-2006 (Date report was signed).

The property rights appraised were: ☒ Fee Simple; or ☐ Leasehold. The same rights are considered in this update.

The present use of the property at the time of the original appraisal was: ☐ Single Family Residential, ☐ 2-4 Family Residential, ☐ Residential Condominium, ☒ Commercial, ☐ Agricultural, or ☐ Other (specify) . The appraiser makes the assumption that the property is still at the same use as when the original report was completed.

The Highest and Best Use of the property, at the time of the original appraisal report, was considered to be: ☒ Present Use, or ☐ Other (specify) . The appraiser assumes the property is at the same Highest and Best Use as when the original appraisal was completed.

The appraisal report was prepared for the above referenced client and said client has requested an Appraisal Update to be completed. The purpose of this report is to estimate the market value of the real property that is the subject of this report for LENDING PURPOSES only. The original report was prepared to assist the lender in making a loan decision and this update is for this same purpose. This appraisal update assumes there have been no significant changes to the subject property since the original appraisal. The ORIGINAL APPRAISAL REPORT and any subsequent APPRAISAL UPDATES (if any) are hereby incorporated into this report, by reference and **should be relied on only by a reader who is familiar with the original appraisal report and any other prior updates.**

This appraisal update is:

☒ Limited Appraisal written in Restricted Use format

☐ Complete Appraisal written in Restricted Use format

STATEMENT OF INSPECTION TYPE OF SUBJECT PROPERTY: (please check one of the following)

☐ I have completed an exterior only inspection of the subject property.

☒ I have completed an interior inspection of the subject property.

☐ I have not inspected the subject property. (NOT acceptable for secondary market requirements.)

STATEMENT OF MARKET CONDITIONS: (please check one of the following)

A ☒ I have reviewed market data for the subject property market. There have been no changes in market conditions since the original appraisal. (please complete information in line A below)

B ☐ I have reviewed market data for the subject property. Upon review of this data, I have determined that there has been a change in market conditions since the original appraisal. (please complete information in line B below)

STATEMENT OF VALUE OR EXTENSION OF ORIGINAL VALUE AND STATEMENT OF NEW EFFECTIVE DATE:

A ☒ This appraisal update has been submitted in order to provide an extension of the original value opinion of \$ 39,000 with a new effective date of 10-9-2006. (Sales grid retained in appraiser's work files)

B ☐ This appraisal update has been submitted in order to provide a new value conclusion of \$ with a new effective date of . Please see attached sales grid for the data that was analyzed in arriving at this value conclusion.

C ☐ Personal property has NOT been included in the value of the subject property, with the following exceptions:

ADDENDUM

1. The purpose of the original report was to develop an opinion of market value, in the terms of cash or the financing terms equivalent to cash. This is also true for this update. See Statement of Limiting Conditions page for definition of Market Value.
2. The update makes the extraordinary assumption that the current use and highest and best use at the time of this update are the same as at the previously identified time of the original report.
3. This update makes the extraordinary assumption that there have been no significant changes to the subject neighborhood or to the subject property.
4. The following Departures were utilized in the performance of this assignment:
 - a. ☒ The cost approach is applicable but not necessary and the client agreed prior to the assignment.
 - b. ☒ The income approach is applicable but not necessary and the client agreed prior to the assignment.
 - c. ☐ Other (specify) _____
5. Note: While the sales comparison approach was considered and a grid was completed, this documentation is retained in the appraiser's work file. Also, any other approaches to value, utilized in the original report, have been updated and are retained in the appraiser's work file.
6. The Scope of Work for this update includes:
 - a. Receipt of request from the client.
 - b. Preparing a file or file attachment for a previous file.
 - c. Assembling all previous reports pertaining to this file and reviewing all such files.
 - d. Re-inspecting the subject property, at the level previously declared on page 1 of the Update form.
 - e. Collecting data, the extent of which is the same as in the original report (as previously identified).
 - f. Analyzing all relevant data.
 - g. Preparing a report for delivery to the client.
 - h. Delivery of the report to the client.

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

-the statement of fact in this report are true and correct.

-the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analysis, opinions and conclusions.

-I have no [or the specified] present or prospective interest in the property that is the subject of this report and no [or the specified] personal interest with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

-my engagement in this assignment was not contingent upon developing or reported predetermined results.

-my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

-no one provided significant real property appraisal assistance to the person signing this certification.

APPRAISER:

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature Lori J. McAninch
 Name Lori J McAninch, SRA, GRI
 Date Report Signed 10-27-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

The Definition of market value in this report: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of this title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and (5) the price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

"*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by the seller as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgement."

The foregoing definition was taken directly from the Statement of Limiting Conditions form (FHLMC form 439 or FNMA form 1004B, both dated 6/93).

STATEMENT OF LIMITING CONDITIONS

The appraiser's certification that appears in the report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has previously provided any required sketches in the ORIGINAL APPRAISAL REPORT to show the approximate dimensions of the improvements and the sketch is referenced only to assist the reader of the reports in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser will not give testimony or appear in court because he/she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
4. The appraiser has noted in the ORIGINAL APPRAISAL REPORT any adverse conditions (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser obtained the information, estimates, and opinions that were expressed in the reports from sources that he/she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
6. The appraiser will not disclose the contents of the report, except as provided for in the Uniform Standards of Professional Appraisal Practice (USPAP).
7. The appraiser must provide his/her prior written consent before the lender/client specified in the reports can distribute the reports (including the conclusions about the property value, the appraiser's identity and professional designations and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender may distribute the report to data collection or reporting services without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the reports can be conveyed by anyone to the public through advertising, public relations, news, sales or other media.
8. The appraiser has based his/her reports and valuation conclusions for any appraisal that is subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed.
9. The appraiser has based his/her reports and valuation conclusions for an appraisal that is subject to completion, repairs or alterations on the assumption that the completion of the improvements will be performed in a workmanlike manner.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I performed this assignment by (1) personally inspecting the subject, in the manner as stated on page one of this update form; (2) collecting, confirming and analyzing data from reliable public and/or private sources; and (3) reporting the results on my inspection and analysis in this RESTRICTED USE report. I further certify that I have adequate information about the physical characteristics of the subject property and comparable sales to develop this report.
2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparables deemed to be the best available for the subject property in a sales grid which is retained in the appraiser's work file. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.
3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the reports. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the reports and I believe, to the best of my knowledge, that all statements in the reports are true and correct.
4. I stated in the reports only my own personal, unbiased and professional analyses, opinions and conclusions which are subject only to the contingent and limiting conditions specified in this form.
5. I have no present or prospective interest in the property that is the subject of these reports, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the opinion of market value in the report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or the present owners or occupants of the properties in the vicinity of the subject property or on any other bias prohibited by law.
6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the assignment. I did not base the report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
8. I estimated the market value of the real property that is the subject of these reports based on the sales comparison approach to value. I further certify that I have considered the cost and income approaches to value and that they too were updated (if completed in the original report). The approaches to value are retained in the appraiser's work file since this is a RESTRICTED USE report.
9. I have performed this assignment as a LIMITED APPRAISAL, subject to the Departure Provision of USPAP that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place as of the effective date of this assignment.
10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with this estimate of market value for the subject property is consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT, as referenced previously in this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT.
11. I personally prepared all conclusions and opinions about the real estate that were set forth in the reports. I further certify that no one provided significant professional assistance to me in the development of this assignment.

APPRAISER:

Signature Lori J. McAninch
 Name Lori J. McAninch, SRA, GRI
 Date Report Signed 10-27-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

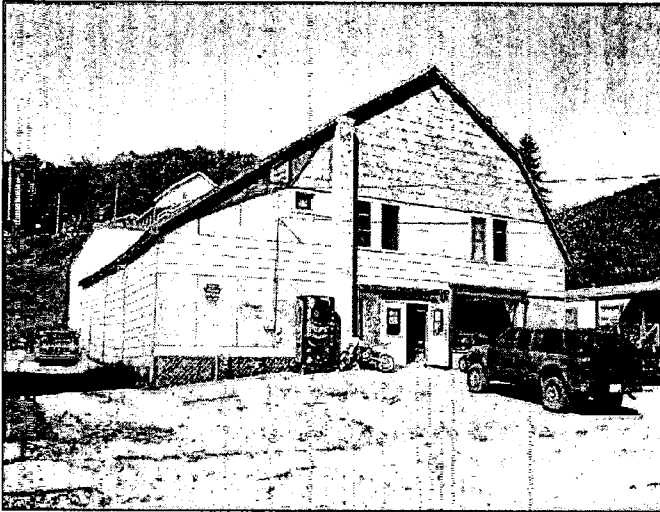
SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

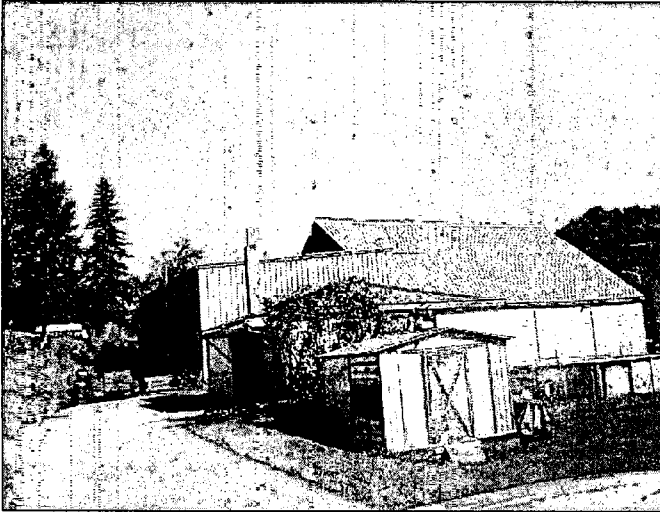
SUBJECT PHOTOGRAPH ADDENDUM

06090440

Forrester Gelfand, Mark
Property Address 327 Portage St
City Emporium County Cameron State PA Zip Code 15834
Lender/Client First Commonwealth Bank



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY



STREET SCENE

2003 USPAP COMPLIANCE ADDENDUM

06090440

APPRAISER'S CERTIFICATION:

The following Certification statements are in addition to and may supercede the signed Appraiser's Certification attached to this appraisal report. This Appraiser's Certification is compliant with the current edition of the Uniform Standards of Professional Appraisal Practice.

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)

No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market value of the subject property, as defined in this report, as of the effect date of this report. The intended use of the appraisal is to assist the client and any other intended users in the underwriting, approval, and funding of the mortgage loan. The intended users of this report are the stated client and any other institutions involved in underwriting, approval, and funding of the mortgage loan. No one else, including the purchaser and seller, should rely on the estimate of value or any other conclusion contained in this appraisal report.

ANALYSIS AND REPORT FORM:

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area.

The original source of the comparable data described in the Data Source section of the market grid along with the source of confirmation is provided, where available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report or used as a basis for the value conclusion. The extent of the analysis to this assignment is stated in the Appraiser's Certification included above and attached to this report.

DEFINITION OF INSPECTION:

The term "inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions, and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:

The current Uniform Standards of Professional Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.

THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:

The appraiser has complied with Standards Rules 1-5b and 2-2b(ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the Subject column of Sales Comparison Analysis section of the appraisal report.

EXPOSURE PERIOD:

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

APPRAISER:

Signature: Lori J. McAninch
 Name: Lori J McAninch, SRA, GRI
 State Certification #: GA000514-L State: PA
 Or State License #: _____ State: PA
 Date: 10-27-2005

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

☐ Did ☐ Did Not Inspect Property

Signature: _____
 Name: _____
 State Certification #: _____ State: _____
 Or State License #: _____ State: _____
 Date: _____

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analyses, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form. I certify that, to the best of my knowledge and belief: The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have made a personal inspection of the property that is the subject of this report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. No one provided significant professional assistance to the person signing this report.

If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 327 Portage St Emporium PA 15834

APPRAISER:**SUPERVISORY APPRAISER**

Signature: Lori J. McAninch
 Name: Lori J McAninch, SRA, GRI
 Date Signed: 10/27/2006
 State Certification #: GA000514-L PA
 or State License #: PA
 Expiration Date of Certification or License: 06/30/2007

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 Expiration Date of Certification or License: _____

Statement of Limiting Conditions

File #: 06090440

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

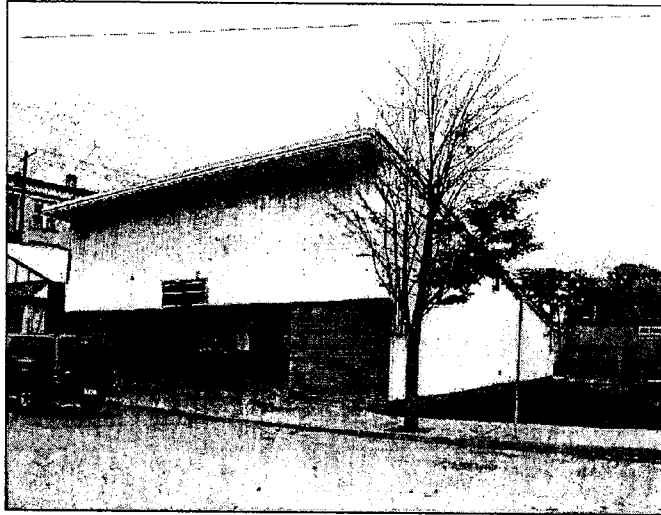
* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in the market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding the determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

An update of



a commercial appraisal

LOCATION : 211 W. Long Ave
DuBois PA 15801

LENDER/CLIENT : First Commonwealth Bank
PO Box #00 Indiana, PA 15701-0400

AS OF DATE : 11-4-2005

APPRAISER : Lori J McAninch, SRA, GRI

APPRAISAL UPDATE

File No: 06090450

Client: First Commonwealth Bank

Borrower: Gelfand, Mark

On 10-11-2006 (effective date), the property situated at:

211 W. Long Ave

DuBois

PA

15801

Was appraised by me, or by: Paul A. Brazinski, Jr.

The original report was date 7-11-1996 (Date report was signed).

The property rights appraised were: ☒ Fee Simple; or ☐ Leasehold. The same rights are considered in this update.

The present use of the property at the time of the original appraisal was: ☐ Single Family Residential,

☐ 2-4 Family Residential, ☐ Residential Condominium, ☒ Commercial, ☐ Agricultural, or

☐ Other (specify) . The appraiser makes the assumption that the property is still at the same use as when the original report was completed.

The Highest and Best Use of the property, at the time of the original appraisal report, was considered to be:

☒ Present Use, or ☐ Other (specify) . The appraiser assumes the property is at the same Highest and Best Use as when the original appraisal was completed.

The appraisal report was prepared for the above referenced client and said client has requested an Appraisal Update to be completed. The purpose of this report is to estimate the market value of the real property that is the subject of this report for LENDING PURPOSES only. The original report was prepared to assist the lender in making a loan decision and this update is for this same purpose. This appraisal update assumes there have been no significant changes to the subject property since the original appraisal. The ORIGINAL APPRAISAL REPORT and any subsequent APPRAISAL UPDATES (if any) are hereby incorporated into this report, by reference and should be relied on only by a reader who is familiar with the original appraisal report and any other prior updates.

This appraisal update is:

☒ Limited Appraisal written in Restricted Use format.

☐ Complete Appraisal written in Restricted Use format.

STATEMENT OF INSPECTION TYPE OF SUBJECT PROPERTY: (please check one of the following)

☒ I have completed an exterior only inspection of the subject property.

☐ I have completed an interior inspection of the subject property.

☐ I have not inspected the subject property. (NOT acceptable for secondary market requirements.)

STATEMENT OF MARKET CONDITIONS: (please check one of the following)

A ☐ I have reviewed market data for the subject property market. There have been no changes in market conditions since the original appraisal. (please complete information in line A below)

B ☒ I have reviewed market data for the subject property. Upon review of this data, I have determined that there has been a change in market conditions since the original appraisal. (please complete information in line B below)

STATEMENT OF VALUE OR EXTENSION OF ORIGINAL VALUE AND STATEMENT OF NEW EFFECTIVE DATE:

A ☐ This appraisal update has been submitted in order to provide an extension of the original value opinion of \$ with a new effective date of . (Sales grid retained in appraiser's work files.)

B ☒ This appraisal update has been submitted in order to provide a new value conclusion of \$ 57,000 with a new effective date of 10-11-2006 . Please see attached sales grid for the data that was analyzed in arriving at this value conclusion.

C ☐ Personal property has NOT been included in the value of the subject property, with the following exceptions:

ADDENDUM

1. The purpose of the original report was to develop an opinion of market value, in the terms of cash or the financing terms equivalent to cash. This is also true for this update. See Statement of Limiting Conditions page for definition of Market Value.
2. The update makes the extraordinary assumption that the current use and highest and best use at the time of this update are the same as at the previously identified time of the original report.
3. This update makes the extraordinary assumption that there have been no significant changes to the subject neighborhood or to the subject property.
4. The following Departures were utilized in the performance of this assignment:
 - a. ☒ The cost approach is applicable but not necessary and the client agreed prior to the assignment.
 - b. ☒ The income approach is applicable but not necessary and the client agreed prior to the assignment.
 - c. ☐ Other (specify) _____
5. Note: While the sales comparison approach was considered and a grid was completed, this documentation is retained in the appraiser's work file. Also, any other approaches to value, utilized in the original report, have been updated and are retained in the appraiser's work file.
6. The Scope of Work for this update includes:
 - a. Receipt of request from the client.
 - b. Preparing a file or file attachment for a previous file.
 - c. Assembling all previous reports pertaining to this file and reviewing all such files.
 - d. Re-inspecting the subject property, at the level previously declared on page 1 of the Update form.
 - e. Collecting data, the extent of which is the same as in the original report (as previously identified).
 - f. Analyzing all relevant data.
 - g. Preparing a report for delivery to the client.
 - h. Delivery of the report to the client.

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

-the statement of fact in this report are true and correct.

-the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analysis, opinions and conclusions.

-I have no [or the specified] present or prospective interest in the property that is the subject of this report and no [or the specified] personal interest with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

-my engagement in this assignment was not contingent upon developing or reported predetermined results.

-my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

-no one provided significant real property appraisal assistance to the person signing this certification.

APPRAISER:

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature Lori J. McAninch
 Name Lori J. McAninch, SRA, GRI
 Date Report Signed 10-27-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

The definition of market value in this report: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of this title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by the seller as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgement."

The foregoing definition was taken directly from the Statement of Limiting Conditions form (FHLMC form 439 or FNMA form 1004B, both dated 6/93).

STATEMENT OF LIMITING CONDITIONS

The appraiser's certification that appears in the report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has previously provided any required sketches in the ORIGINAL APPRAISAL REPORT to show the approximate dimensions of the improvements and the sketch is referenced only to assist the reader of the reports in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser will not give testimony or appear in court because he/she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
4. The appraiser has noted in the ORIGINAL APPRAISAL REPORT any adverse conditions (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser obtained the information, estimates, and opinions that were expressed in the reports from sources that he/she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
6. The appraiser will not disclose the contents of the report, except as provided for in the Uniform Standards of Professional Appraisal Practice (USPAP).
7. The appraiser must provide his/her prior written consent before the lender/client specified in the reports can distribute the reports (including the conclusions about the property value, the appraiser's identity and professional designations and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender may distribute the report to data collection or reporting services without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the reports can be conveyed by anyone to the public through advertising, public relations, news, sales or other media.
8. The appraiser has based his/her reports and valuation conclusions for any appraisal that is subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed.
9. The appraiser has based his/her reports and valuation conclusions for an appraisal that is subject to completion, repairs or alterations on the assumption that the completion of the improvements will be performed in a workmanlike manner.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I performed this assignment by (1) personally inspecting the subject, in the manner as stated on page one of this update form; (2) collecting, confirming and analyzing data from reliable public and/or private sources; and (3) reporting the results on my inspection and analysis in this RESTRICTED USE report. I further certify that I have adequate information about the physical characteristics of the subject property and comparable sales to develop this report.
2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparables deemed to be the best available for the subject property in a sales grid which is retained in the appraiser's work file. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.
3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the reports. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the reports and I believe, to the best of my knowledge, that all statements in the reports are true and correct.
4. I stated in the reports only my own personal, unbiased and professional analyses, opinions and conclusions which are subject only to the contingent and limiting conditions specified in this form.
5. I have no present or prospective interest in the property that is the subject of these reports, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the opinion of market value in the report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or the present owners or occupants of the properties in the vicinity of the subject property or on any other bias prohibited by law.
6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the assignment. I did not base the report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
8. I estimated the market value of the real property that is the subject of these reports based on the sales comparison approach to value. I further certify that I have considered the cost and income approaches to value and that they too were updated (if completed in the original report). The approaches to value are retained in the appraiser's work file since this is a RESTRICTED USE report.
9. I have performed this assignment as a LIMITED APPRAISAL, subject to the Departure Provision of USPAP that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place as of the effective date of this assignment.
10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with this estimate of market value for the subject property is consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT, as referenced previously in this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT.
11. I personally prepared all conclusions and opinions about the real estate that were set forth in the reports. I further certify that no one provided significant professional assistance to me in the development of this assignment.

APPRAISER:

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature Lori J. McAninch
 Name Lori J McAninch, SRA, GRI
 Date Report Signed 10-27-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

SALES GRID ADDENDUM

File No. 06090450

ITEM	SUBJECT	Comparable No. 1		Comparable No. 2		Comparable No. 3	
211 W. Long Ave Address DuBois		Route 215 DuBois, PA		49 Sheridan Rd Clarion, PA		405 Main St Falls Creek, PA	
Proximity to Subject		0.66 MI SSW		32.2 MI W		2.8 MI WNW	
Sales Price	\$	\$ 42,500		\$ 45,000		\$ 60,000	
Price/Gross Liv. Area	\$	23.61		14.06		11.69	
Data and/or Verification Sources	1-2006	mls files/court house		mls files/court house		mls files/court house	
VALUE ADJUSTMENTS	DESCRIPTION	DESCR:PTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		Conv		Conv		Conv	
Date of Sale/Time	n/a	5-8-2002	2,300	11-18-2005	0	7-18-2006	0
Location	Suburban	Suburban	0	Suburban	0	Suburban	0
Leasehold/Fee Simple	Fee	Fee		Fee		Fee	
Site	6160 sqft	.95 acres	0	4950 sqft	0	1.4 acres	=
View	typical	typical	0	typical	0	typical	0
Design and Appeal	1 st steel	1 st steel	0	1 st pole	0	1 st steel	0
Quality of Construction	average	average	0	average	0	average	0
Age	43	est 20	0	18	0	38	0
Condition	fair - average	fair - average	0	fair - average	0	fair - average	0
Above Grade	Total Bdrms Baths	Total Bdrms Baths	0	Total Bdrms Baths	0	Total Bdrms Baths	0
Room Count			0		0		0
Gross Living Area	4,447 Sq. Ft.	1,800 Sq. Ft.	4,300	3,200 Sq. Ft.	4,500	5,134 Sq. Ft.	-3,000
Basement & Finished Rooms Below Grade	slab none	slab none	0	slab none	0	slab none	0
Functional Utility	average	average	0	average	0	average	0
Heating/Cooling	space heaters	gas f/a	0	gas f/a	0	f/a	0
Energy Efficient Items	typical	typical	0	typical	0	typical	0
Garage/Carport	n/a	n/a	0	n/a	0	n/a	0
Porch, Patio, Deck, Fireplace(s), etc.	typical	typical		typical		typical	
Fences, Pool, etc.							
Net Adj. (total)		X + - \$	6,800	X + - \$	4,500	+ X - \$	-3,000
Adjusted Sales Price of Comparable		16% Net 16% Grs	\$ 49,300	10% Net 10% Grs	\$ 49,500	-5% Net 5% Grs	\$ 57,000
ITEM	SUBJECT	Comparable No. 1		Comparable No. 2		Comparable No. 3	
Date, Price and Data		n/a		n/a		n/a	
Source for prior sales within year of appraisal		n/a		n/a		n/a	

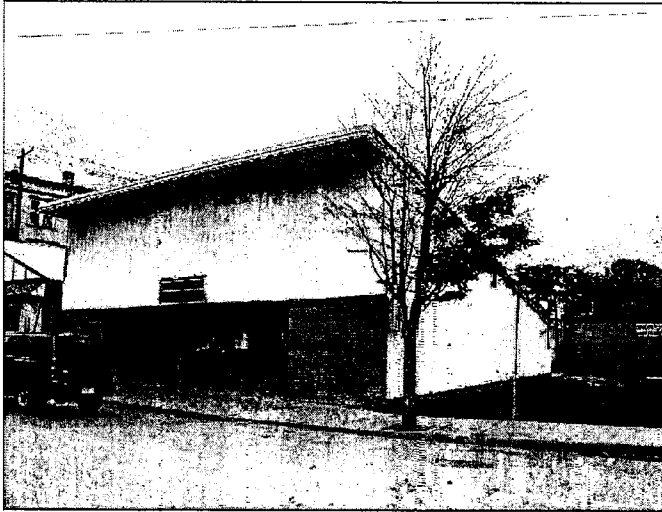
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sale of subject and comparables within one year of the date of appraisal:
neither the subject nor the comparables have sold within the last 3 years unless noted above.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.):
The comparables chosen were very similar to the subject. There none of closer time or proximity. The comparables were chosen from areas of similar economic influences.
There was no indicated necessary adjustment for location. They were adjusted for time and sqft(5%, 10%). The subject had an indicated range in value of between \$49000 - \$57000 and was most similar to comp #3 with the least amount of net and gross adjustment.

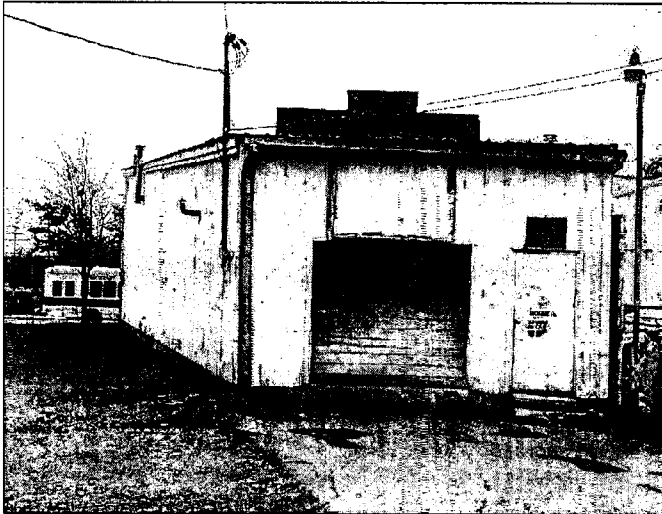
SUBJECT PHOTOGRAPH ADDENDUM

06090450

Borrower	Gelfand, Mark						
Property Address	211 W. Long Ave						
City	DuBois	County	Clearfield	State	PA	Zip Code	15801
Lender/Client	First Commonwealth Bank						



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY

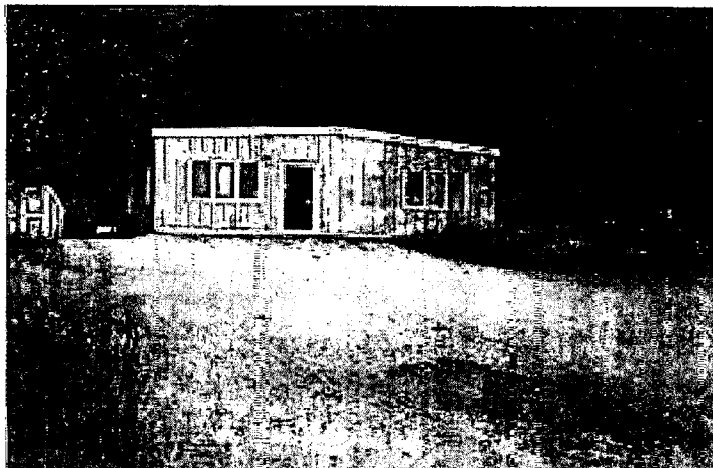


STREET SCENE

COMPARABLES PHOTOGRAPH ADDENDUM

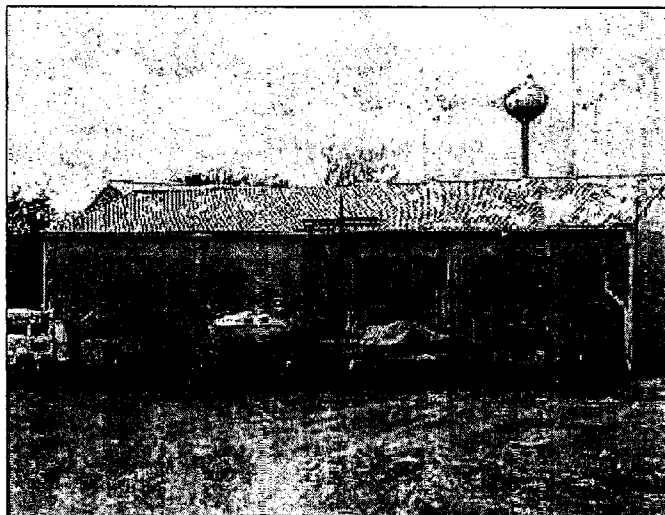
06090450

Borrower Gel'and, Mark
 • Property Address 211 W. Long Ave
 City DuBois County Clearfield State PA Zip Code 15801
 Lender/Client First Commonwealth Bank



COMPARABLE SALE # 1

Route 219
 DuBois, PA
 Date of Sale : 5-8-2002
 Sale Price : 42,500
 Sq. Ft. : 1,800
 \$ / Sq. Ft. : 23.61



COMPARABLE SALE # 2

49 Sheridan Rd
 Clarion, PA
 Date of Sale : 11-18-2005
 Sale Price : 45,000
 Sq. Ft. : 3,200
 \$ / Sq. Ft. : 14.06



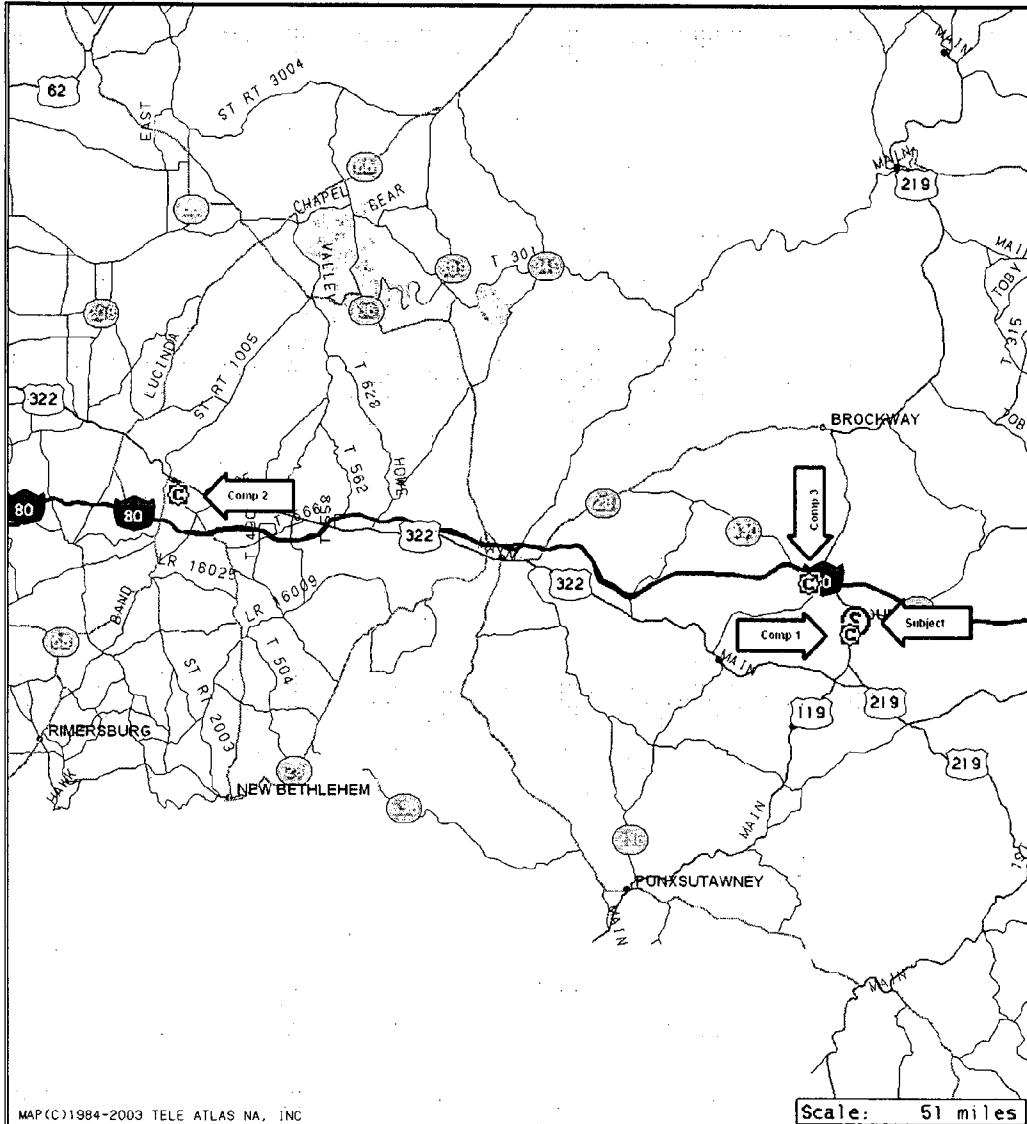
COMPARABLE SALE # 3

405 Main St
 Falls Creek, PA
 Date of Sale : 7-18-2006
 Sale Price : 60,000
 Sq. Ft. : 5,134
 \$ / Sq. Ft. : 11.686794

LOCATION MAP ADDENDUM

File No: 06090450

Borrower Gelfand, Mark
 • Property Address 211 W. Long Ave
 City DuBois County Clearfield State PA Zip Code 15801
 Lender/Client First Commonwealth Bank



Prepared by: Advantage Appraisals 814-848-3900

COMPARABLE SALES INFORMATION

COMPARABLE SALE # 1	
Address	US 219
Date of Sale	5-8-2002
Sale Price	42,500
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	1,800
Proximity to Subject	0.66 MI SSW
COMPARABLE SALE # 2	
Address	49 SHERIDAN DR
Date of Sale	11-18-2005
Sale Price	45,000
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	3,200
Proximity to Subject	32.2 MI W
COMPARABLE SALE # 3	
Address	405 MAIN ST
Date of Sale	7-18-2006
Sale Price	60,000
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	5,134
Proximity to Subject	2.8 MI WNW

2003 USPAP COMPLIANCE ADDENDUM

06090450

APPRAISER'S CERTIFICATION:

The following Certification statements are in addition to and may supercede the signed Appraiser's Certification attached to this appraisal report. This Appraiser's Certification is compliant with the current edition of the Uniform Standards of Professional Appraisal Practice.

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)

No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market value of the subject property, as defined in this report, as of the effect date of this report. The intended use of the appraisal is to assist the client and any other intended users in the underwriting, approval, and funding of the mortgage loan. The intended users of this report are the stated client and any other institutions involved in underwriting, approval, and funding of the mortgage loan. No one else, including the purchaser and seller, should rely on the estimate of value or any other conclusion contained in this appraisal report.

ANALYSIS AND REPORT FORM:

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area.

The original source of the comparable data described in the Data Source section of the market grid along with the source of confirmation is provided, where available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report or used as a basis for the value conclusion. The extent of the analysis to this assignment is stated in the Appraiser's Certification included above and attached to this report.

DEFINITION OF INSPECTION:

The term "inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions, and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:

The current Uniform Standards of Professional Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.

THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:

The appraiser has complied with Standards Rules 1-5b and 2-2b(ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the Subject column of Sales Comparison Analysis section of the appraisal report.

EXPOSURE PERIOD:

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

APPRAISER:Signature: Lori J. McAninchName: Lori J McAninch, SRA, GRIState Certification #: GA000514-L State: PAOr State License #: _____ State: PADate: 10-27-2006**SUPERVISORY APPRAISER (ONLY IF REQUIRED):**☐ Did☐ Did Not Inspect Property

Signature: _____

Name: _____

State Certification #: _____ State: _____

Or State License #: _____ State: _____

Date: _____

Statement of Limiting Conditions

File #: 06090450

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in the market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding the determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analyses, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form. I certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have made a personal inspection of the property that is the subject of this report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. No one provided significant professional assistance to the person signing this report.

If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 211 W. Long Ave DuBois PA 15801

APPRAISER:**SUPERVISORY APPRAISER**

Signature: Lori J. McAninch
 Name: Lori J. McAninch, SRA, GRI
 Date Signed: 10/27/2006
 State Certification #: GA000514-L PA
 or State License #: PA
 Expiration Date of Certification or License: 06/30/2007

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 Expiration Date of Certification or License: _____

*** INVOICE ***

Advantage Appraisals
257 Main St Suite A
Brookville, PA 15825

Invoice #: 06090480

Date Invoiced 11-8-2006

Terms: 30 day net

Date Due: 12-8-2006

To: First Commonwealth Bank
PO Box 400
Gary Carpenter

Borrower: Gelfand, Mark

For Property located at

152 Main St
Ridgway

PA 15853

Fee: \$ 800

Remittance Copy

Please remit payment to: Advantage Appraisals
257 Main St Suite A
Brookville, PA 15825

Invoice #: 06090480

File #: 06090480

Total Amount Due: \$ 800

Amount Remitted (if different) \$

First Commonwealth Bank
PO Box 400

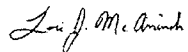
In accordance with your request, I have personally
inspected and appraised the property located at:

152 Main St
Ridgway PA 15853

The purpose of the appraisal was to estimate the market
value of the property, as improved, in unencumbered fee
simple title of ownership.

It is my opinion that the estimated market value of the
property as of 7-11-96 is \$ 70,000 .

Respectfully submitted,



Lori J McAninch, SRA, GRI

An update of



a commercial appraisal

LOCATION : 152 Main St
Ridgway PA 15853

LENDER/CLIENT : First Commonwealth Bank
PO Box 400

AS OF DATE : 10-9-2006

APPRAISER : Lori J McAninch, SRA, GRI

APPRAISAL UPDATE

File No: 06090480

Client: First Commonwealth Bank

Borrower: Gelfand, Mark

On October 9-2006 (effective date), the property situated at:

152 Main St

Ridgway

PA

15853

Was appraised by me, or by: Paul A. Brazinski, Jr.

The original report was date 7-11-96 (Date report was signed).

The property rights appraised were: ☒ Fee Simple; or ☐ Leasehold. The same rights are considered in this update.

The present use of the property at the time of the original appraisal was: ☐ Single Family Residential, ☐ 2-4 Family Residential, ☐ Residential Condominium, ☒ Commercial, ☐ Agricultural, or ☐ Other (specify) . The appraiser makes the assumption that the property is still at the same use as when the original report was completed.

The Highest and Best Use of the property, at the time of the original appraisal report, was considered to be: ☒ Present Use, or ☐ Other (specify) . The appraiser assumes the property is at the same Highest and Best Use as when the original appraisal was completed.

The appraisal report was prepared for the above referenced client and said client has requested an Appraisal Update to be completed. The purpose of this report is to estimate the market value of the real property that is the subject of this report for LENDING PURPOSES only. The original report was prepared to assist the lender in making a loan decision and this update is for this same purpose. This appraisal update assumes there have been no significant changes to the subject property since the original appraisal. The ORIGINAL APPRAISAL REPORT and any subsequent APPRAISAL UPDATES (if any) are hereby incorporated into this report, by reference and should be relied on only by a reader who is familiar with the original appraisal report and any other prior updates.

This appraisal update is:

☒ Limited Appraisal written in Restricted Use format.

☐ Complete Appraisal written in Restricted Use format.

STATEMENT OF INSPECTION TYPE OF SUBJECT PROPERTY: (please check one of the following)

☒ I have completed an exterior only inspection of the subject property.

☐ I have completed an interior inspection of the subject property.

☐ I have not inspected the subject property. (NOT acceptable for secondary market requirements.)

STATEMENT OF MARKET CONDITIONS: (please check one of the following)

A ☐ I have reviewed market data for the subject property market. There have been no changes in market conditions since the original appraisal. (please complete information in line A below)

B ☐ I have reviewed market data for the subject property. Upon review of this data, I have determined that there has been a change in market conditions since the original appraisal. (please complete information in line B below)

STATEMENT OF VALUE OR EXTENSION OF ORIGINAL VALUE AND STATEMENT OF NEW EFFECTIVE DATE:

A ☒ This appraisal update has been submitted in order to provide an extension of the original value opinion of \$ 70,000 with a new effective date of 10-9-2006. (Sales grid retained in appraiser's work files)

B ☐ This appraisal update has been submitted in order to provide a new value conclusion of \$ with a new effective date of . Please see attached sales grid for the data that was analyzed in arriving at this value conclusion.

C ☐ Personal property has NOT been included in the value of the subject property, with the following exceptions:

ADDENDUM

1. The purpose of the original report was to develop an opinion of market value, in the terms of cash or the financing terms equivalent to cash. This is also true for this update. See Statement of Limiting Conditions page for definition of Market Value.
2. The update makes the extraordinary assumption that the current use and highest and best use at the time of this update are the same as at the previously identified time of the original report.
3. This update makes the extraordinary assumption that there have been no significant changes to the subject neighborhood or to the subject property.
4. The following Departures were utilized in the performance of this assignment:
 - a. ☒ The cost approach is applicable but not necessary and the client agreed prior to the assignment.
 - b. ☒ The income approach is applicable but not necessary and the client agreed prior to the assignment.
 - c. ☐ Other (specify) _____
5. Note: While the sales comparison approach was considered and a grid was completed, this documentation is retained in the appraiser's work file. Also, any other approaches to value, utilized in the original report, have been updated and are retained in the appraiser's work file.
6. The Scope of Work for this update includes:
 - a. Receipt of request from the client.
 - b. Preparing a file or file attachment for a previous file.
 - c. Assembling all previous reports pertaining to this file and reviewing all such files.
 - d. Re-inspecting the subject property, at the level previously declared on page 1 of the Update form.
 - e. Collecting data, the extent of which is the same as in the original report (as previously identified).
 - f. Analyzing all relevant data.
 - g. Preparing a report for delivery to the client.
 - h. Delivery of the report to the client.

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

-the statement of fact in this report are true and correct.

-the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analysis, opinions and conclusions.

-I have no [or the specified] present or prospective interest in the property that is the subject of this report and no [or the specified] personal interest with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

-my engagement in this assignment was not contingent upon developing or reported predetermined results.

-my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

-no one provided significant real property appraisal assistance to the person signing this certification.

APPRAISER:

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature Lori J. McAninch
 Name Lori J McAninch, SRA, GRI
 Date Report Signed 11-8-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

The definition of market value in this report: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of this title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

"* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by the seller as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgement."

The foregoing definition was taken directly from the Statement of Limiting Conditions form (FHLMC form 439 or FNMA form 1004B, both dated 6/93).

STATEMENT OF LIMITING CONDITIONS

The appraiser's certification that appears in the report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has previously provided any required sketches in the ORIGINAL APPRAISAL REPORT to show the approximate dimensions of the improvements and the sketch is referenced only to assist the reader of the reports in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser will not give testimony or appear in court because he/she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
4. The appraiser has noted in the ORIGINAL APPRAISAL REPORT any adverse conditions (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser obtained the information, estimates, and opinions that were expressed in the reports from sources that he/she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
6. The appraiser will not disclose the contents of the report, except as provided for in the Uniform Standards of Professional Appraisal Practice (USPAP).
7. The appraiser must provide his/her prior written consent before the lender/client specified in the reports can distribute the reports (including the conclusions about the property value, the appraiser's identity and professional designations and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender may distribute the report to data collection or reporting services without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the reports can be conveyed by anyone to the public through advertising, public relations, news, sales or other media.
8. The appraiser has based his/her reports and valuation conclusions for any appraisal that is subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed.
9. The appraiser has based his/her reports and valuation conclusions for an appraisal that is subject to completion, repairs or alterations on the assumption that the completion of the improvements will be performed in a workmanlike manner.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I performed this assignment by (1) personally inspecting the subject, in the manner as stated on page one of this update form, (2) collecting, confirming and analyzing data from reliable public and/or private sources; and (3) reporting the results on my inspection and analysis in this RESTRICTED USE report. I further certify that I have adequate information about the physical characteristics of the subject property and comparable sales to develop this report.
2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparables deemed to be the best available for the subject property in a sales grid which is retained in the appraiser's work file. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.
3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the reports. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the reports and I believe, to the best of my knowledge, that all statements in the reports are true and correct.
4. I stated in the reports only my own personal, unbiased and professional analyses, opinions and conclusions which are subject only to the contingent and limiting conditions specified in this form.
5. I have no present or prospective interest in the property that is the subject of these reports, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the opinion of market value in the report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or the present owners or occupants of the properties in the vicinity of the subject property or on any other bias prohibited by law.
6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the assignment. I did not base the report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
8. I estimated the market value of the real property that is the subject of these reports based on the sales comparison approach to value. I further certify that I have considered the cost and income approaches to value and that they too were updated (if completed in the original report). The approaches to value are retained in the appraiser's work file since this is a RESTRICTED USE report.
9. I have performed this assignment as a LIMITED APPRAISAL, subject to the Departure Provision of USPAP that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place as of the effective date of this assignment.
10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with this estimate of market value for the subject property is consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT, as referenced previously in this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT.
11. I personally prepared all conclusions and opinions about the real estate that were set forth in the reports. I further certify that no one provided significant professional assistance to me in the development of this assignment.

APPRAISER:

Signature Lori J. McAninch
 Name Lori J McAninch, SRA, GRI
 Date Report Signed 11-8-2006
 State Certification # GAC00514-L State PA
 Or State License # _____ State PA

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

TEXT ADDENDUM

File No. 06090480

Borrower: Gelfand, Mark

Property Address: 152 Main St

City: Ridgway

State: PA

County: Elk

Zip Code: 15853

Lender: First Commonwealth Bank

A forced sale value for the subject would be:

\$49000.

SUBJECT PHOTOGRAPH ADDENDUM

06090480

Borrower Gelfand, Mark

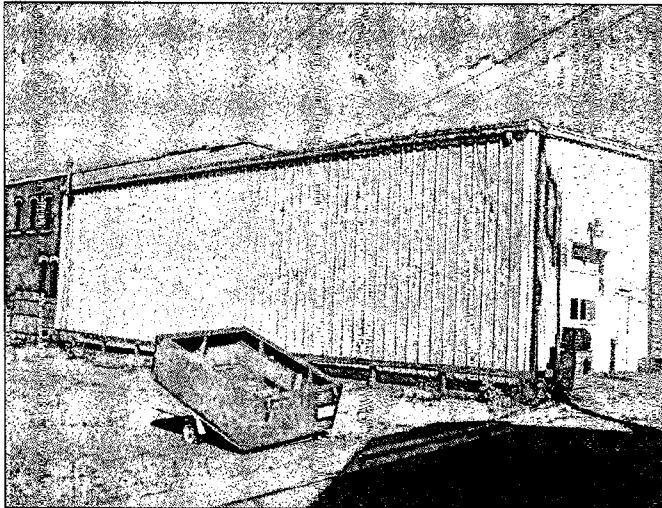
Property Address 152 Main St

City Ridgway County Elk State PA Zip Code 15853

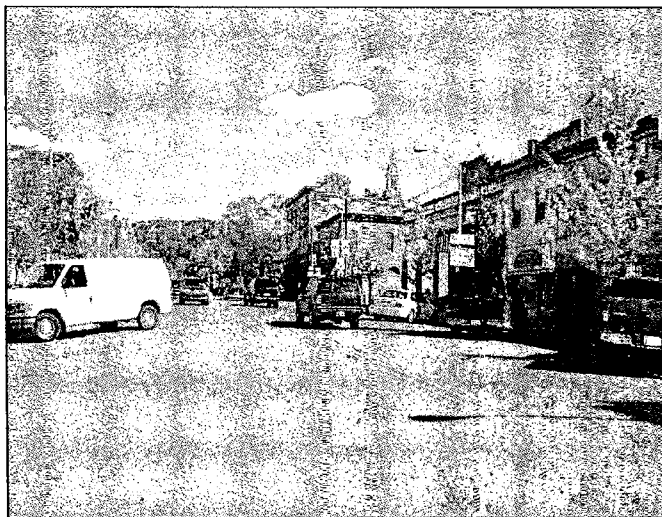
Lender/Client First Commonwealth Bank



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY

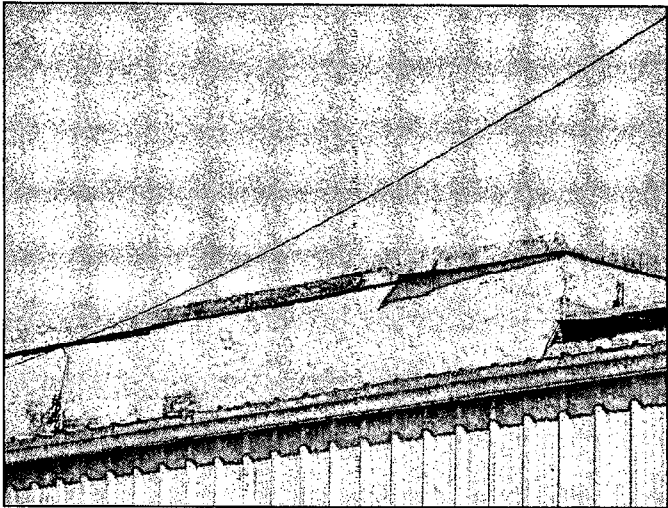


STREET SCENE

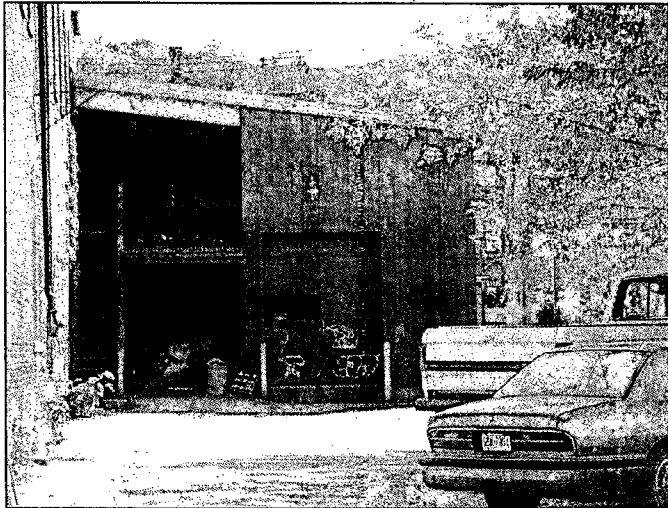
ADDITIONAL PHOTOGRAPH ADDENDUM

06090480

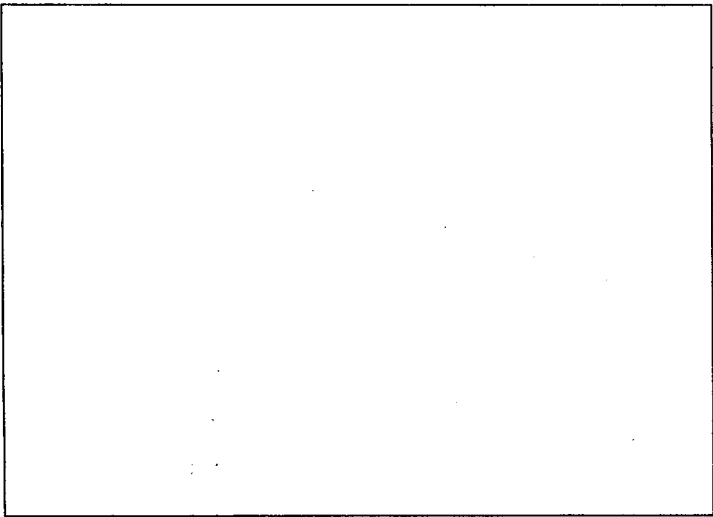
Borrower	Gelfand, Mark						
Property Address	152 Main St						
City	Ridgway	County	Elk	State	PA	Zip Code	15853
Lender/Client	First Commonwealth Bank						



roof damage



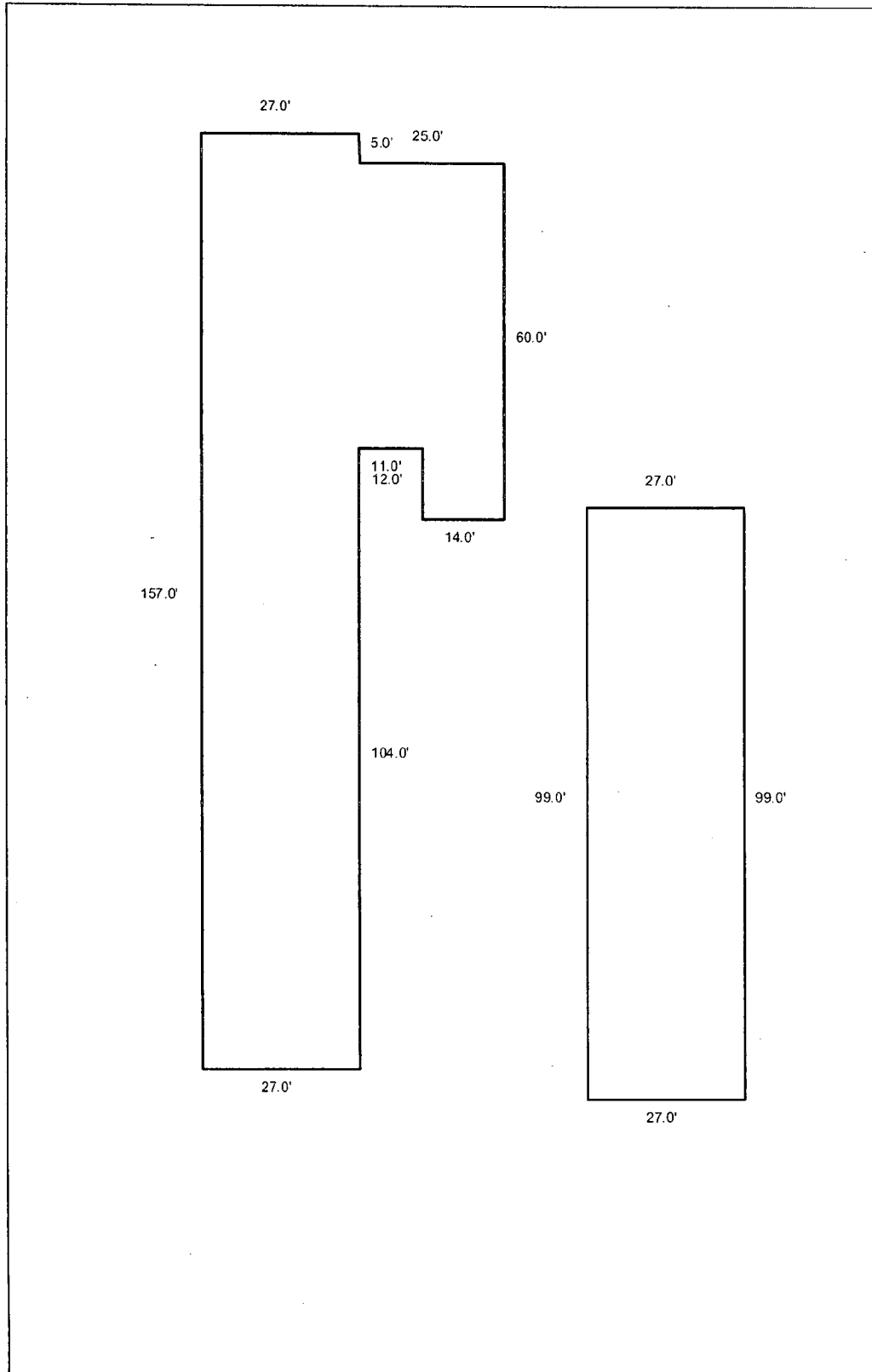
additional front view



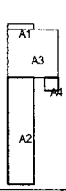
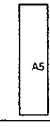
SKETCH ADDENDUM

File No: 06090480

Borrower	Gelfand, Mark						
Property Address	152 Main St						
City	Ridgway	County	Elk	State	PA	Zip Code	15853
Lender/Client	First Commonwealth Bank						

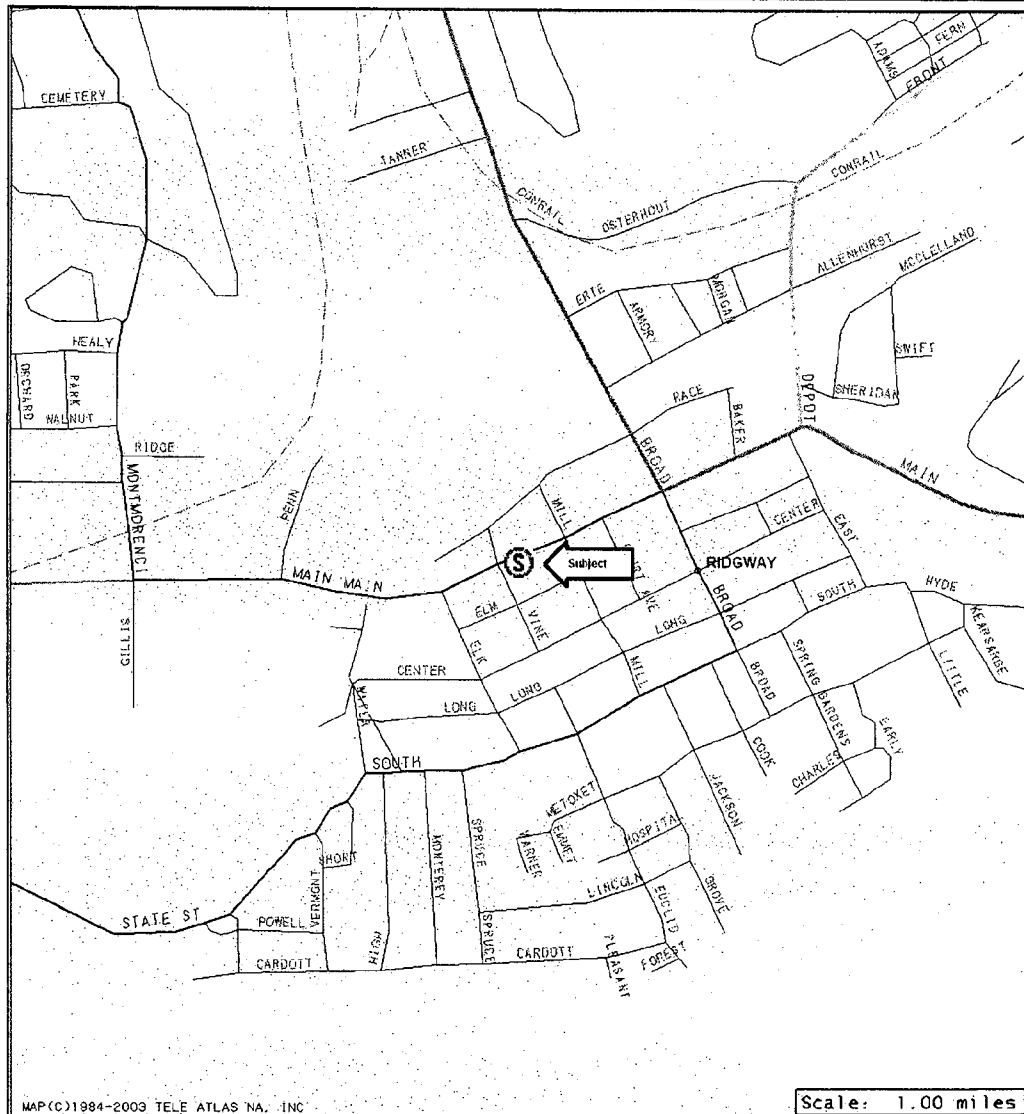


Borrower Gelfand, MarkProperty Address 152 Main StCity Ridgway County Elk State PA Zip Code 15853Lender/Client First Commonwealth Bank

SKETCH CALCULATIONS		Linear	Area
	A1: 27.0 x 5.0 =		135.0
	A2: 27.0 x 104.0 =		2808.0
	A3: 52.0 x 48.0 =		2496.0
	A4: 14.0 x 12.0 =		168.0
	First Floor		5607.0
	A5: 27.0 x 99.0 =		2673.0
	Second Floor		2673.0
Total Living Area			8280.0

File No: 06090480

Lender/Client First Commonwealth Bank



Prepared by: Advantage Appraisals 814-849-3900

COMPARABLE SALES INFORMATION

2003 USPAP COMPLIANCE ADDENDUM

06090480

APPRAISER'S CERTIFICATION:

The following Certification statements are in addition to and may supercede the signed Appraiser's Certification attached to this appraisal report. This Appraiser's Certification is compliant with the current edition of the Uniform Standards of Professional Appraisal Practice.

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)

No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market value of the subject property, as defined in this report, as of the effect date of this report. The intended use of the appraisal is to assist the client and any other intended users in the underwriting, approval, and funding of the mortgage loan. The intended users of this report are the stated client and any other institutions involved in underwriting, approval, and funding of the mortgage loan. No one else, including the purchaser and seller, should rely on the estimate of value or any other conclusion contained in this appraisal report.

ANALYSIS AND REPORT FORM:

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area.

The original source of the comparable data described in the Data Source section of the market grid along with the source of confirmation is provided, where available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report or used as a basis for the value conclusion. The extent of the analysis to this assignment is stated in the Appraiser's Certification included above and attached to this report.

DEFINITION OF INSPECTION:

The term "inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions, and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:

The current Uniform Standards of Professional Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.

THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:

The appraiser has complied with Standards Rules 1-5b and 2-2b(ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the Subject column of Sales Comparison Analysis section of the appraisal report.

EXPOSURE PERIOD:

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

APPRAISER:

Signature: Lori J. McAninch

Name: Lori J McAninch, SRA, GRJ

State Certification #: GA000514-L

State: PA

Or State License #:

State: PA

Date: 11-8-2006

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

☐ Did

☐ Did Not Inspect Property

Signature: _____

Name: _____

State Certification #: _____

State: _____

Or State License #: _____

State: _____

Date: _____

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analyses, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form. I certify that, to the best of my knowledge and belief: The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have made a personal inspection of the property that is the subject of this report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. No one provided significant professional assistance to the person signing this report.

If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 152 Main St Ridgeway PA 15853

APPRAISER:**SUPERVISORY APPRAISER**

Signature: Lori J. McAninch
 Name: Lori J. McAninch, SRA, GRI
 Date Signed: 11/8/2006
 State Certification #: GA000514-L PA
 or State License #: PA
 Expiration Date of Certification or License: 06/30/2007

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 Expiration Date of Certification or License: _____

Statement of Limiting Conditions

File #: 06090480

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in the market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding the determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

*** INVOICE ***

Advantage Appraisals
257 Main St Suite A
Brookville, PA 15825

Invoice #: 06090460
Date Invoiced 10-27-2006
Terms: 30 day net
Date Due: 11-27-2006

To: First Commonwealth Bank
PO Box 400
Gary Carpenter

Borrower: Gelfand, Mark
For Property located at

590 South St. Marys St
St. Marys FA 15857

Fee: \$ 800

Remittance Copy

Please remit payment to: Advantage Appraisals
257 Main St Suite A
Brookville, PA 15825

Invoice #: 06090460

File #: 06090460

Total Amount Due: \$ 800

Amount Remitted (if different) \$

An update of



a commercial appraisal

LOCATION : 590 South St. Marys St
St. Marys PA 15857

LENDER/CLIENT : First Commonwealth Bank
PO Box 400

AS OF DATE : 10-9-2006

APPRAISER : Lori J McAninch, SRA, GRI

First Commonwealth Bank
PO Box 400

In accordance with your request, I have personally
inspected and appraised the property located at:

590 South St. Marys St
St. Marys

PA

15857

The purpose of the appraisal was to estimate the market
value of the property, as improved, in unencumbered fee
simple title of ownership.

It is my opinion that the estimated market value of the
property as of 7-11-1996 is \$

Respectfully submitted,



Lori J McAninch, SRA, GR1

APPRAISAL UPDATE

File No: 06090460

Client: First Commonwealth Bank

Borrower: Gelfand, Mark

On October 9, 2006 (effective date), the property situated at:

590 South St. Marys St

St. Marys

PA

15857

Was appraised by me, or by: Paul A. Brazinski, Jr.

The original report was date 7-11-1996 (Date report was signed).

The property rights appraised were: ☒ Fee Simple; or ☐ Leasehold. The same rights are considered in this update.

The present use of the property at the time of the original appraisal was: ☐ Single Family Residential,
☐ 2-4 Family Residential, ☐ Residential Condominium, ☒ Commercial, ☐ Agricultural, or
☐ Other (specify) _____. The appraiser makes the assumption that the property is still at the same use as when the original report was completed.

The Highest and Best Use of the property, at the time of the original appraisal report, was considered to be:

☒ Present Use, or ☐ Other (specify) _____. The appraiser assumes the property is at the same Highest and Best Use as when the original appraisal was completed.

The appraisal report was prepared for the above referenced client and said client has requested an Appraisal Update to be completed. The purpose of this report is to estimate the market value of the real property that is the subject of this report for LENDING PURPOSES only. The original report was prepared to assist the lender in making a loan decision and this update is for this same purpose. This appraisal update assumes there have been no significant changes to the subject property since the original appraisal. The ORIGINAL APPRAISAL REPORT and any subsequent APPRAISAL UPDATES (if any) are hereby incorporated into this report, by reference and **should be relied on only by a reader who is familiar with the original appraisal report and any other prior updates.**

This appraisal update is:

☒ Limited Appraisal written in Restricted Use format.

☐ Complete Appraisal written in Restricted Use format.

STATEMENT OF INSPECTION TYPE OF SUBJECT PROPERTY: (please check one of the following)

☒ I have completed an exterior only inspection of the subject property.

☐ I have completed an interior inspection of the subject property.

☐ I have not inspected the subject property. (NOT acceptable for secondary market requirements.)

STATEMENT OF MARKET CONDITIONS: (please check one of the following)

A ☐ I have reviewed market data for the subject property market. There have been no changes in market conditions since the original appraisal. (please complete information in line A below)

B ☒ I have reviewed market data for the subject property. Upon review of this data, I have determined that there has been a change in market conditions since the original appraisal. (please complete information in line B below)

STATEMENT OF VALUE OR EXTENSION OF ORIGINAL VALUE AND STATEMENT OF NEW EFFECTIVE DATE:

A ☐ This appraisal update has been submitted in order to provide an extension of the original value opinion of \$ _____ with a new effective date of _____. (Sales grid retained in appraiser's work files.)

B ☒ This appraisal update has been submitted in order to provide a new value conclusion of \$ 65,000 with a new effective date of 10-9-2006. Please see attached sales grid for the data that was analyzed in arriving at this value conclusion.

C ☐ Personal property has NOT been included in the value of the subject property, with the following exceptions:

ADDENDUM

1. The purpose of the original report was to develop an opinion of market value, in the terms of cash or the financing terms equivalent to cash. This is also true for this update. See Statement of Limiting Conditions page for definition of Market Value.
2. The update makes the extraordinary assumption that the current use and highest and best use at the time of this update are the same as at the previously identified time of the original report.
3. This update makes the extraordinary assumption that there have been no significant changes to the subject neighborhood or to the subject property.
4. The following Departures were utilized in the performance of this assignment:
 - a. ☒ The cost approach is applicable but not necessary and the client agreed prior to the assignment.
 - b. ☒ The income approach is applicable but not necessary and the client agreed prior to the assignment.
 - c. ☐ Other (specify) _____
5. Note: While the sales comparison approach was considered and a grid was completed, this documentation is retained in the appraiser's work file. Also, any other approaches to value, utilized in the original report, have been updated and are retained in the appraiser's work file.
6. The Scope of Work for this update includes:
 - a. Receipt of request from the client.
 - b. Preparing a file or file attachment for a previous file.
 - c. Assembling all previous reports pertaining to this file and reviewing all such files.
 - d. Re-inspecting the subject property, at the level previously declared on page 1 of the Update form.
 - e. Collecting data, the extent of which is the same as in the original report (as previously identified).
 - f. Analyzing all relevant data.
 - g. Preparing a report for delivery to the client.
 - h. Delivery of the report to the client.

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

-the statement of fact in this report are true and correct.

-the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analysis, opinions and conclusions.

-I have no [or the specified] present or prospective interest in the property that is the subject of this report and no [or the specified] personal interest with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

-my engagement in this assignment was not contingent upon developing or reported predetermined results.

-my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

-no one provided significant real property appraisal assistance to the person signing this certification.

APPRAISER:

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature Lori J. McAninch
 Name Lori J. McAninch, SRA, GRI
 Date Report Signed 10-27-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

The definition of market value in this report: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of this title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

"*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by the seller as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgement."

The foregoing definition was taken directly from the Statement of Limiting Conditions form (FHLMC form 439 or FNMA form 1004B, both dated 6/93).

STATEMENT OF LIMITING CONDITIONS

The appraiser's certification that appears in the report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has previously provided any required sketches in the ORIGINAL APPRAISAL REPORT to show the approximate dimensions of the improvements and the sketch is referenced only to assist the reader of the reports in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser will not give testimony or appear in court because he/she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
4. The appraiser has noted in the ORIGINAL APPRAISAL REPORT any adverse conditions (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser obtained the information, estimates, and opinions that were expressed in the reports from sources that he/she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
6. The appraiser will not disclose the contents of the report, except as provided for in the Uniform Standards of Professional Appraisal Practice (USPAP).
7. The appraiser must provide his/her prior written consent before the lender/client specified in the reports can distribute the reports (including the conclusions about the property value, the appraiser's identity and professional designations and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns, the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender may distribute the report to data collection or reporting services without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the reports can be conveyed by anyone to the public through advertising, public relations, news, sales or other media.
8. The appraiser has based his/her reports and valuation conclusions for any appraisal that is subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed.
9. The appraiser has based his/her reports and valuation conclusions for an appraisal that is subject to completion, repairs or alterations on the assumption that the completion of the improvements will be performed in a workmanlike manner.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I performed this assignment by (1) personally inspecting the subject, in the manner as stated on page one of this update form; (2) collecting, confirming and analyzing data from reliable public and/or private sources; and (3) reporting the results on my inspection and analysis in this RESTRICTED USE report. I further certify that I have adequate information about the physical characteristics of the subject property and comparable sales to develop this report.
2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparables deemed to be the best available for the subject property in a sales grid which is retained in the appraiser's work file. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.
3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the reports. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the reports and I believe, to the best of my knowledge, that all statements in the reports are true and correct.
4. I stated in the reports only my own personal, unbiased and professional analyses, opinions and conclusions which are subject only to the contingent and limiting conditions specified in this form.
5. I have no present or prospective interest in the property that is the subject of these reports, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the opinion of market value in the report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or the present owners or occupants of the properties in the vicinity of the subject property or on any other bias prohibited by law.
6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the assignment. I did not base the report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
8. I estimated the market value of the real property that is the subject of these reports based on the sales comparison approach to value. I further certify that I have considered the cost and income approaches to value and that they too were updated (if completed in the original report). The approaches to value are retained in the appraiser's work file since this is a RESTRICTED USE report.
9. I have performed this assignment as a LIMITED APPRAISAL, subject to the Departure Provision of USPAP that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place as of the effective date of this assignment.
10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with this estimate of market value for the subject property is consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT, as referenced previously in this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT.
11. I personally prepared all conclusions and opinions about the real estate that were set forth in the reports. I further certify that no one provided significant professional assistance to me in the development of this assignment.

APPRAISER:

Signature Lori J. McAninch
 Name Lori J. McAninch, SRA, GRI
 Date Report Signed 10-27-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

SALES GRID ADDENDUM

File No. 06090460

ITEM	SUBJECT	Comparable No. 1			Comparable No. 2			Comparable No. 3		
590 South St. Marys St		Ogden Ave			Route 879			405 Main St		
Address	St. Marys	Clearfield, PA			Clearfield, PA			Falls Creek, PA		
Proximity to Subject		29.3 MI SSE			30.6 MI S			22.9 MI SW		
Sales Price	\$	\$ 75,000			\$ 80,000			\$ 60,000		
Price/Gross Liv. Area	\$	8.87			17.34			11.69		
Data and/or		mls			mls			mls		
Verification Sources	1-2006	files/court house			files/court house			files/court house		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment			
Sales or Financing		Conv		Conv		Conv				
Concessions										
Date of Sale/Time	n/a	2-27-2002	3,700	6-7-2006	0	7-18-2006	0			
Location	Suburban	Suburban	0	Suburban	0	Suburban	0			
Leasehold/Fee Simple	Fee	Fee		Fee		Fee				
Site	31420 sqft	11826 sqft	0	13.834 acres	-5,000	1.4 acres	0			
View	typical	typical	0	typical	0	typical	0			
Design and Appeal	1 st masonry/fair	2 st masonry/fair	0	1 st masonry/fair	0	1 st steel	0			
Quality of Construction	average	average	0	average	0	average	0			
Age	87	56	0	48	0	38	0			
Condition	fair	fair	0	fair	0	fair	0			
Above Grade	Total Bdrms Baths	Total Bdrms Baths	0	Total Bdrms Baths	0	Total Bdrms Baths	0			
Room Count			0		0		0			
Gross Living Area	10,230 Sq. Ft.	8,460 Sq. Ft.	0	4,562 Sq. Ft.	5,700	5,134 Sq. Ft.	5,100			
Basement & Finished	slab	100%	-5,000	slab	0	slab	0			
Rooms Below Grade	none	none		none		none				
Functional Utility	average	average	0	average	0	average	0			
Heating/Cooling	gas f/a - suspended	f/a	0	radiant	0	f/a	0			
Energy Efficient Items	typical	typical		typical		typical				
Garage/Carport	n/a	n/a	0	1 car garage	-1,500	n/a	0			
Porch, Patio, Deck, Fireplace(s), etc.	typical	typical		house, guest house outbldgs	-15,000	typical				
Fence, Pool, etc.										
Net Adj. (total)		+ X - \$	-1,300	+ X - \$	-15,800	X + - \$	5,100			
Adjusted Sales Price of Comparable		-1.73 % Net 11.60 % Grs	\$ 73,700	-19.75 % Net 34 % Grs	\$ 64,200	8.50 % Net 8.50 % Grs	\$ 65,100			
ITEM	SUBJECT	Comparable No. 1			Comparable No. 2			Comparable No. 3		
Date, Price and Data	n/a	n/a			n/a			n/a		
Source for prior sales within year of appraisal	n/a	n/a			n/a			n/a		

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sale of subject and comparables within one year of the date of appraisal: neither the subject nor the comparables have sold within the last 3 years unless noted above.

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.):

SEE ADDENDUM

SUBJECT PHOTOGRAPH ADDENDUM

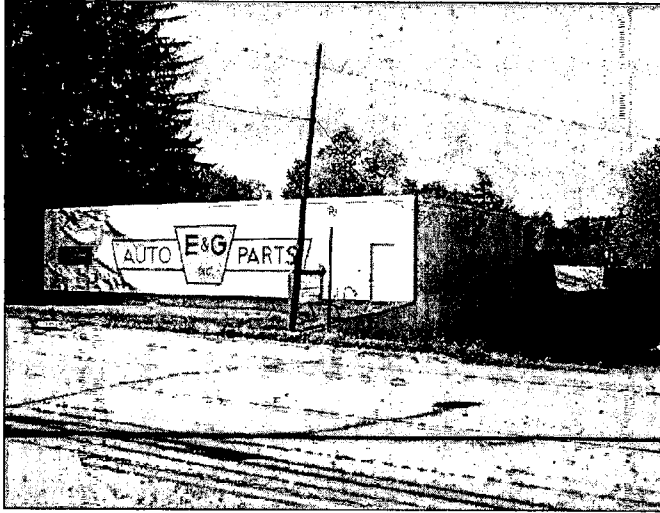
06090460

Borrower Gelfand, Mark

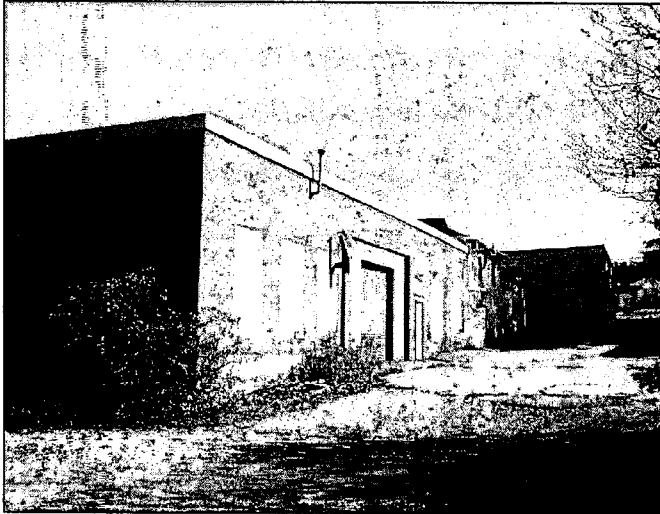
Property Address 590 South St. Marys St

City St. Marys County Elk State PA Zip Code 15857

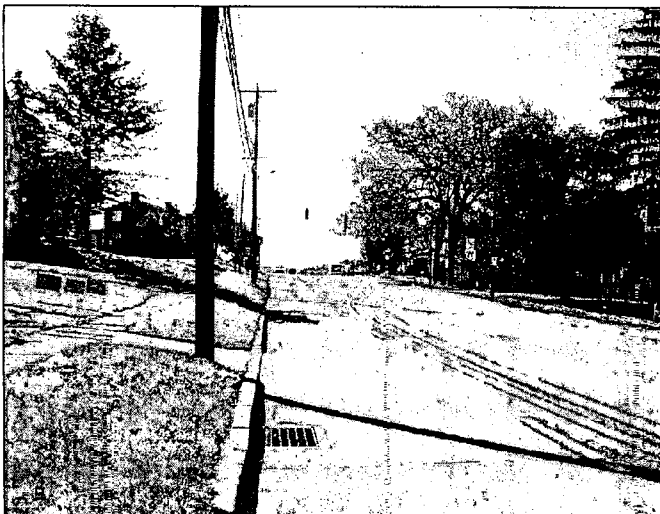
Lender/Client First Commonwealth Bank



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY

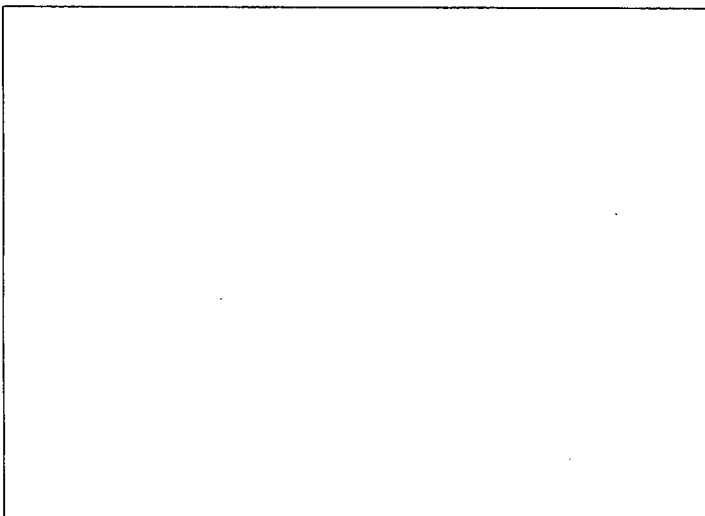
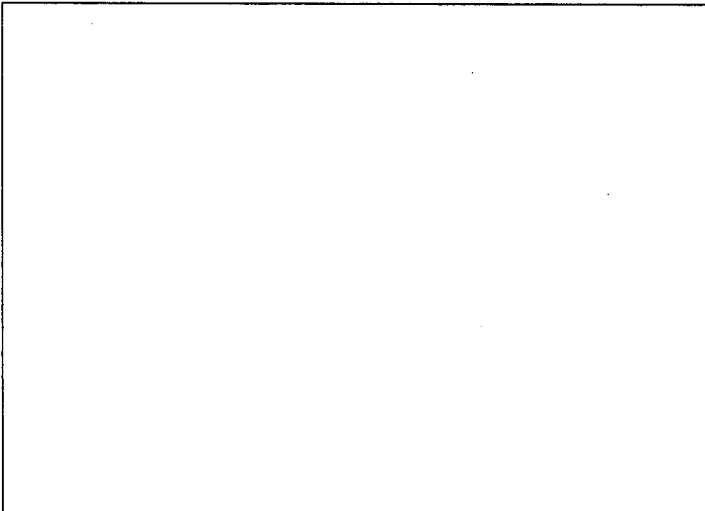


STREET SCENE

ADDITIONAL PHOTOGRAPH ADDENDUM

06090460

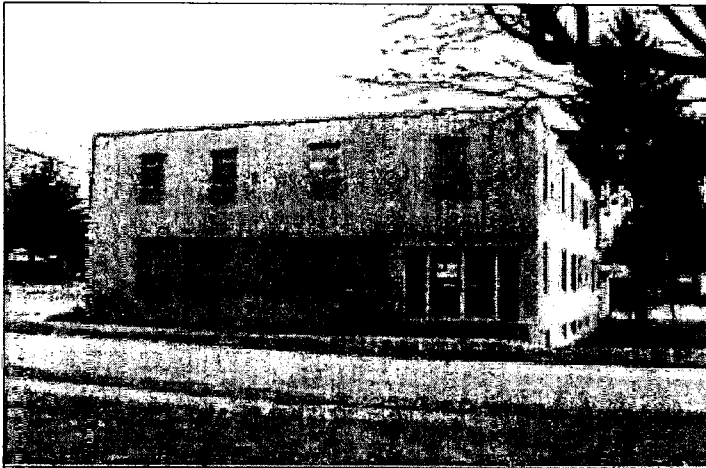
Borrower Gelfand, Mark
Property Address 590 South St. Marys St
City St. Marys County Elk State PA Zip Code 15857
Lender/Client First Commonwealth Bank



COMPARABLES PHOTOGRAPH ADDENDUM

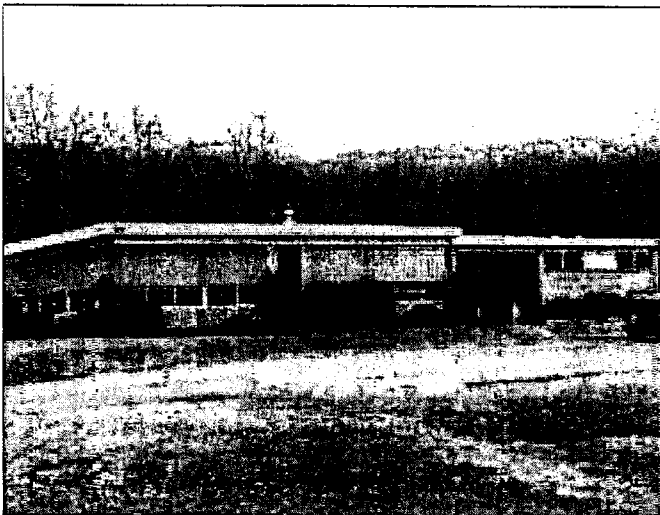
06090460

Borrower Gelfand, Mark
 Property Address 590 South St. Marys St
 City St. Marys County Elk State PA Zip Code 15857
 Lender/Client: First Commonwealth Bank



COMPARABLE SALE # 1

Ogden Ave
 Clearfield, PA
 Date of Sale : 2-27-2002
 Sale Price : 75,000
 Sq. Ft. : 8,460
 \$ / Sq. Ft. : 8.87



COMPARABLE SALE # 2

Route 879
 Clearfield, PA
 Date of Sale : 6-7-2006
 Sale Price : 80,000
 Sq. Ft. : 4,562
 \$ / Sq. Ft. : 17.54



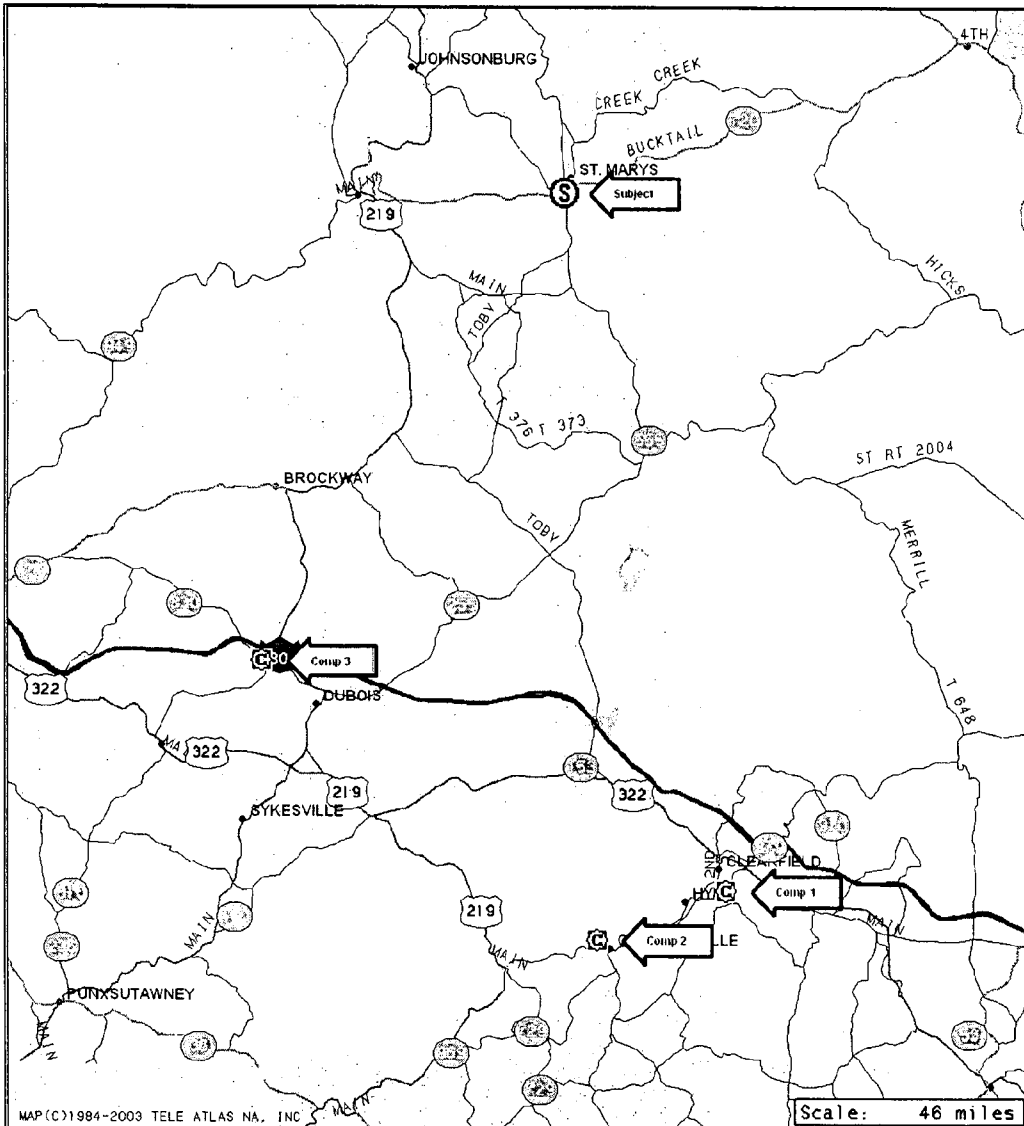
COMPARABLE SALE # 3

405 Main St
 Falls Creek, PA
 Date of Sale : 7-18-2006
 Sale Price : 60,000
 Sq. Ft. : 5,134
 \$ / Sq. Ft. : 11.69

LOCATION MAP ADDENDUM

File No: 06090460

Borrower Gelfand, Mark
 Property Address 590 South St. Marys St
 City St. Marys County Elk State PA Zip Code 15857
 Lender/Client First Commonwealth Bank



MAP(C)1984-2003 TELE ATLAS NA, INC

Scale: 46 miles

Prepared by: Advantage Appraisals 814-849-3900

COMPARABLE SALES INFORMATION

COMPARABLE SALE # 1	
Address	OGDEN AV
Date of Sale	2-27-2002 Sale Price 75,000
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	8,460
Proximity to Subject	29.3 MI SSE
COMPARABLE SALE # 2	
Address	HWY 879
Date of Sale	6-7-2006 Sale Price 80,000
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	4,562
Proximity to Subject	30.6 MI S
COMPARABLE SALE # 3	
Address	405 MAIN ST
Date of Sale	7-18-2006 Sale Price 60,000
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	5,134
Proximity to Subject	22.9 MI SW

TEXT ADDENDUM

File No. 06090460

Borrower: Gelfand, Mark

Property Address: 590 South St. Marys St

County: Elk

City: St. Marys

State: PA

Zip Code: 15857

Lender: First Commonwealth Bank

Comments on Sales Comparison

The comparables chosen were very similar to the subject. They were chosen for their larger square footage and similar situation, vacant and/or foreclosed upon. There were no comparables of closer time or proximity than those applied. They were chosen from similar market areas and there was no indicated necessary adjustment for location. They were adjusted for time, site size (contribution to value), sqft, (Over \$2000 adjustment), garage and outbuildings. The subject had an indicated range in value of between \$64000 - \$74000 and was most similar to comp #3 with the least amount of gross adjustment.

Comp #1 was a foreclosure. Former student housing. Fair condition.

Comp #2 was a former school with a single family home, garage, guest house and acreage.

Comp #3 was a sintered metals building - fair condition.

2003 USPAP COMPLIANCE ADDENDUM

06090460

APPRAISER'S CERTIFICATION:

The following Certification statements are in addition to and may supercede the signed Appraiser's Certification attached to this appraisal report. This Appraiser's Certification is compliant with the current edition of the Uniform Standards of Professional Appraisal Practice.

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)

No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market value of the subject property, as defined in this report, as of the effect date of this report. The intended use of the appraisal is to assist the client and any other intended users in the underwriting, approval, and funding of the mortgage loan. The intended users of this report are the stated client and any other institutions involved in underwriting, approval, and funding of the mortgage loan. No one else, including the purchaser and seller, should rely on the estimate of value or any other conclusion contained in this appraisal report.

ANALYSIS AND REPORT FORM:

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area.

The original source of the comparable data described in the Data Source section of the market grid along with the source of confirmation is provided, where available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report or used as a basis for the value conclusion. The extent of the analysis to this assignment is stated in the Appraiser's Certification included above and attached to this report.

DEFINITION OF INSPECTION:

The term "inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions, and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:

The current Uniform Standards of Professional Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.

THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:

The appraiser has complied with Standards Rules 1-5b and 2-2b(ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the Subject column of Sales Comparison Analysis section of the appraisal report.

EXPOSURE PERIOD:

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

APPRAISER:

Signature: Lori J. McAninch
 Name: Lori J McAninch, SRA, GRI
 State Certification #: GA000514-L State: PA
 Or State License #: _____ State: PA
 Date: 10-27-2006

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

☐ Did ☐ Did Not Inspect Property

Signature: _____
 Name: _____
 State Certification #: _____ State: _____
 Or State License #: _____ State: _____
 Date: _____

Statement of Limiting Conditions

File #: 06090460

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in the market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding the determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
 3. I stated in the appraisal report only my own personal, unbiased, and professional analyses, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form. I certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 4. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
 8. I have made a personal inspection of the property that is the subject of this report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
 9. No one provided significant professional assistance to the person signing this report.
- If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 590 South St. Marys St St. Marys PA 15857

APPRAISER:

Signature: Lori J. McAninch
 Name: Lori J McAninch, SRA, GRI
 Date Signed: 10/27/2006
 State Certification #: GA000514-L PA
 or State License #: PA
 Expiration Date of Certification or License: 06/30/2007

SUPERVISORY APPRAISER

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 Expiration Date of Certification or License: _____

*** INVOICE ***

Advantage Appraisals
257 Main St Suite A
Brookville, PA 15825

Invoice #: 06090470
Date Invoiced 10-27-2006
Terms: 30 day net
Date Due: 11-27-2006

To: First Commonwealth Bank
PO Box 400
Gary Carpenter

Borrower: Gelfand, Mark
For Property located at

Cherry St Route 219
Brockway PA 15824

Fee: \$ 800

Remittance Copy

Please remit payment to: Advantage Appraisals
257 Main St Suite A
Brookville, PA 15825

Invoice #: 06090470

File #: 06090470

Total Amount Due: \$ 800

Amount Remitted (if different) \$

First Commonwealth Bank
PO Box 400

In accordance with your request, I have personally
inspected and appraised the property located at:

Cherry St Route 219
Brockway

PA

15824

The purpose of the appraisal was to estimate the market
value of the property, as improved, in unencumbered fee
simple title of ownership.

It is my opinion that the estimated market value of the
property as of 7-11-96 is \$

Respectfully submitted,



Lori J McAninch, SRA, GRI

An update of



a commercial appraisal

LOCATION :Cherry St Route 219
Brockway PA 15824

LENDER/CLIENT :First Commonwealth Bank
PO Box 400

AS OF DATE :10-9-2006

APPRAISER :Lori J McAninch, SRA, GRI

APPRAISAL UPDATE

File No: 06090470

Client: First Commonwealth Bank

Borrower: Gelfand, Mark

On 10-9-2006 (effective date), the property situated at:

Cherry St Route 219

Brockway

PA

15824

Was appraised by me, or by: Paul A. Brazinski, Jr.

The original report was date 7-11-96 (Date report was signed).

The property rights appraised were: ☒ Fee Simple; or ☐ Leasehold. The same rights are considered in this update.

The present use of the property at the time of the original appraisal was: ☐ Single Family Residential,

☐ 2-4 Family Residential, ☐ Residential Condominium, ☒ Commercial, ☐ Agricultural, or

☐ Other (specify) _____ The appraiser makes the assumption that the property is still at the same use as when the original report was completed.

The Highest and Best Use of the property, at the time of the original appraisal report, was considered to be:

☒ Present Use, or ☐ Other (specify) _____. The appraiser assumes the property is at the same Highest and Best Use as when the original appraisal was completed.

The appraisal report was prepared for the above referenced client and said client has requested an Appraisal Update to be completed. The purpose of this report is to estimate the market value of the real property that is the subject of this report for LENDING PURPOSES only. The original report was prepared to assist the lender in making a loan decision and this update is for this same purpose. This appraisal update assumes there have been no significant changes to the subject property since the original appraisal. The ORIGINAL APPRAISAL REPORT and any subsequent APPRAISAL UPDATES (if any) are hereby incorporated into this report, by reference and **should be relied on only by a reader who is familiar with the original appraisal report and any other prior updates.**

This appraisal update is:

☒ Limited Appraisal written in Restricted Use format.

☐ Complete Appraisal written in Restricted Use format.

STATEMENT OF INSPECTION TYPE OF SUBJECT PROPERTY: (please check one of the following)

☒ I have completed an exterior only inspection of the subject property.

☐ I have completed an interior inspection of the subject property.

☐ I have not inspected the subject property. (NOT acceptable for secondary market requirements.)

STATEMENT OF MARKET CONDITIONS: (please check one of the following)

A ☐ I have reviewed market data for the subject property market. There have been no changes in market conditions since the original appraisal. (please complete information in line A below)

B ☒ I have reviewed market data for the subject property. Upon review of this data, I have determined that there has been a change in market conditions since the original appraisal. (please complete information in line B below)

STATEMENT OF VALUE OR EXTENSION OF ORIGINAL VALUE AND STATEMENT OF NEW EFFECTIVE DATE:

A ☐ This appraisal update has been submitted in order to provide an extension of the original value opinion of \$ _____ with a new effective date of _____. (Sales grid retained in appraiser's work files.)

B ☒ This appraisal update has been submitted in order to provide a new value conclusion of \$ 45,000 with a new effective date of October 9, 2006. Please see attached sales grid for the data that was analyzed in arriving at this value conclusion.

C ☐ Personal property has NOT been included in the value of the subject property, with the following exceptions:

ADDENDUM

1. The purpose of the original report was to develop an opinion of market value, in the terms of cash or the financing terms equivalent to cash. This is also true for this update. See Statement of Limiting Conditions page for definition of Market Value.
2. The update makes the extraordinary assumption that the current use and highest and best use at the time of this update are the same as at the previously identified time of the original report.
3. This update makes the extraordinary assumption that there have been no significant changes to the subject neighborhood or to the subject property.
4. The following Departures were utilized in the performance of this assignment:
 - a. ☒ The cost approach is applicable but not necessary and the client agreed prior to the assignment.
 - b. ☒ The income approach is applicable but not necessary and the client agreed prior to the assignment.
 - c. ☐ Other (specify) _____
5. Note: While the sales comparison approach was considered and a grid was completed, this documentation is retained in the appraiser's work file. Also, any other approaches to value, utilized in the original report, have been updated and are retained in the appraiser's work file.
6. The Scope of Work for this update includes:
 - a. Receipt of request from the client.
 - b. Preparing a file or file attachment for a previous file.
 - c. Assembling all previous reports pertaining to this file and reviewing all such files.
 - d. Re-inspecting the subject property, at the level previously declared on page 1 of the Update form.
 - e. Collecting data, the extent of which is the same as in the original report (as previously identified).
 - f. Analyzing all relevant data.
 - g. Preparing a report for delivery to the client.
 - h. Delivery of the report to the client.

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

-the statement of fact in this report are true and correct.

-the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analysis, opinions and conclusions.

-I have no [or the specified] present or prospective interest in the property that is the subject of this report and no [or the specified] personal interest with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

-my engagement in this assignment was not contingent upon developing or reported predetermined results.

-my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

-no one provided significant real property appraisal assistance to the person signing this certification.

APPRAISER:

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature Lori J. McAninch
 Name Lori J. McAninch, SRA, GRI
 Date Report Signed 10-27-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

The definition of market value in this report: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of this title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

"*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by the seller as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgement."

The foregoing definition was taken directly from the Statement of Limiting Conditions form (FHLMC form 439 or FNMA form 1004B, both dated 6/93).

STATEMENT OF LIMITING CONDITIONS

The appraiser's certification that appears in the report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has previously provided any required sketches in the ORIGINAL APPRAISAL REPORT to show the approximate dimensions of the improvements and the sketch is referenced only to assist the reader of the reports in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser will not give testimony or appear in court because he/she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
4. The appraiser has noted in the ORIGINAL APPRAISAL REPORT any adverse conditions (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser obtained the information, estimates, and opinions that were expressed in the reports from sources that he/she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
6. The appraiser will not disclose the contents of the report, except as provided for in the Uniform Standards of Professional Appraisal Practice (USPAP).
7. The appraiser must provide his/her prior written consent before the lender/client specified in the reports can distribute the reports (including the conclusions about the property value, the appraiser's identity and professional designations and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender may distribute the report to data collection or reporting services without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the reports can be conveyed by anyone to the public through advertising, public relations, news, sales or other media.
8. The appraiser has based his/her reports and valuation conclusions for any appraisal that is subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed.
9. The appraiser has based his/her reports and valuation conclusions for an appraisal that is subject to completion, repairs or alterations on the assumption that the completion of the improvements will be performed in a workmanlike manner.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I performed this assignment by (1) personally inspecting the subject, in the manner as stated on page one of this update form; (2) collecting, confirming and analyzing data from reliable public and/or private sources; and (3) reporting the results on my inspection and analysis in this RESTRICTED USE report. I further certify that I have adequate information about the physical characteristics of the subject property and comparable sales to develop this report.
2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparables deemed to be the best available for the subject property in a sales grid which is retained in the appraiser's work file. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.
3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the reports. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the reports and I believe, to the best of my knowledge, that all statements in the reports are true and correct.
4. I stated in the reports only my own personal, unbiased and professional analyses, opinions and conclusions which are subject only to the contingent and limiting conditions specified in this form.
5. I have no present or prospective interest in the property that is the subject of these reports, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the opinion of market value in the report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or the present owners or occupants of the properties in the vicinity of the subject property or on any other bias prohibited by law.
6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the assignment. I did not base the report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
8. I estimated the market value of the real property that is the subject of these reports based on the sales comparison approach to value. I further certify that I have considered the cost and income approaches to value and that they too were updated (if completed in the original report). The approaches to value are retained in the appraiser's work file since this is a RESTRICTED USE report.
9. I have performed this assignment as a LIMITED APPRAISAL, subject to the Departure Provision of USPAP that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place as of the effective date of this assignment.
10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with this estimate of market value for the subject property is consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT, as referenced previously in this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the ORIGINAL APPRAISAL REPORT.
11. I personally prepared all conclusions and opinions about the real estate that were set forth in the reports. I further certify that no one provided significant professional assistance to me in the development of this assignment.

APPRAISER:

Signature Lori J. McAninch
 Name Lori J. McAninch, SRA, GRI
 Date Report Signed 10-27-2006
 State Certification # GA000514-L State PA
 Or State License # _____ State PA

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature _____ ☐ Did ☐ Did Not
 Name _____ Inspect Property
 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

SALES GRID ADDENDUM

File No. 06090470

ITEM	SUBJECT	Comparable No. 1	Comparable No. 2	Comparable No. 3
Cherry St Route 219		Route 219	49 Sheridan Rd	90 Merle St
Address	Brockway, PA	DuBois, PA	Clarion, PA	Clarion, PA
Proximity to Subject		9.0 MI S	30.7 MI W	31.6 MI W
Sales Price	\$	\$ 42,500	\$ 45,000	\$ 35,000
Price/Gross Liv. Area	\$	\$ 23.61	\$ 14.06	\$ 16.03
Data and/or		mls	mls	mls
Verification Sources	1-2005	files/court house	files/court house	files/court house
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		Conv	Conv	Conv
Concessions				
Date of Sale/Time	n/a	5-8-2002	11-18-2005	6-20-2006
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	7500 sqft	95 acres	4950 sqft	15128 sqft
View	typical	typical	typical	typical
Design and Appeal	1 st steel building	1 st steel	1 st pole	1 st block
Quality of Construction	average	average	average	average
Age	36	est 20	18	61
Condition	fair - average	fair - average	fair - average	fair - average
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count				
Gross Living Area	3,600 Sq. Ft.	1,300 Sq. Ft.	3,200 Sq. Ft.	2,184 Sq. Ft.
Basement & Finished	slab	slab	slab	slab
Rooms Below Grade	none	none	none	none
Functional Utiliti	average	average	average	average
Heating/Cooling	gas f/a -suspended	gas f/a	gas f/a	gas f/a
Energy Efficient Items	typical	typical	typical	typical
Garage/Carport	n/a	n/a	n/a	n/a
Porch, Patio, Deck,	typical	typical	typical	typical
Fireplace(s), etc.				
Fence, Pool, etc.				
Net Adj. (total)		X + - \$ 6,700	+ - \$ 0	X + - \$ 3,500
Adjusted Sales Price of Comparable		15.76% Net 15.76% GTS \$ 49,200	0% Net 0% GTS \$ 45,000	10% Net 10% GTS \$ 38,500
ITEM	SUBJECT	Comparable No. 1	Comparable No. 2	Comparable No. 3
Date, Price and Data	n/a	n/a	n/a	n/a
Source for prior sales	n/a	n/a	n/a	n/a
within year of appraisal	n/a	n/a	n/a	n/a
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sale of subject and comparables within one year of the date of appraisal: neither the subject nor the comparables have sold within the last 3 years unless noted above.				
Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): The comparables chosen were very similar to the subject. Due to a low turn over of similar sales, I expanded the market area for the purposes of comparable sale extraction to include Jefferson and Clarion counties. The comparables were chosen from similar market areas. There was no indicated necessary adjustment for location. They were adjusted for time, and sqft (not to exceed 10%). The subject had an indicated range in value of between \$39000 - \$49000 and was most similar to comp #2 with the least amount of net and gross adjustment.				

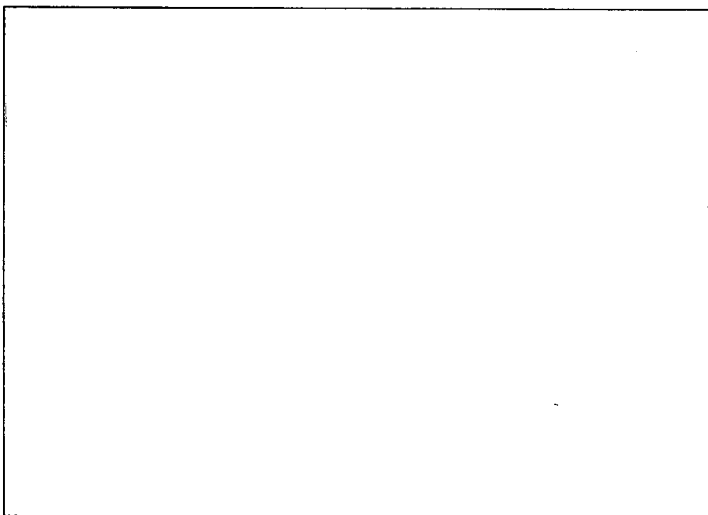
SUBJECT PHOTOGRAPH ADDENDUM

06090470

Borrower Gelfand, Mark
Property Address Cherry St Route 215
City Brockway County Jefferson State PA Zip Code 15824
Lender/Client First Commonwealth Bank



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY

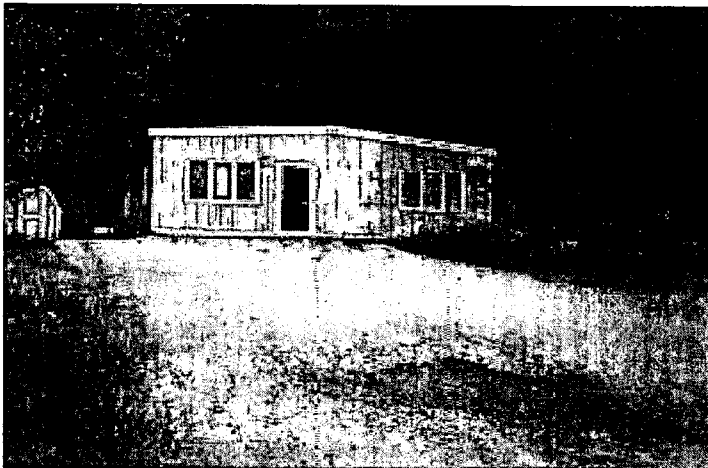


STREET SCENE

COMPARABLES PHOTOGRAPH ADDENDUM

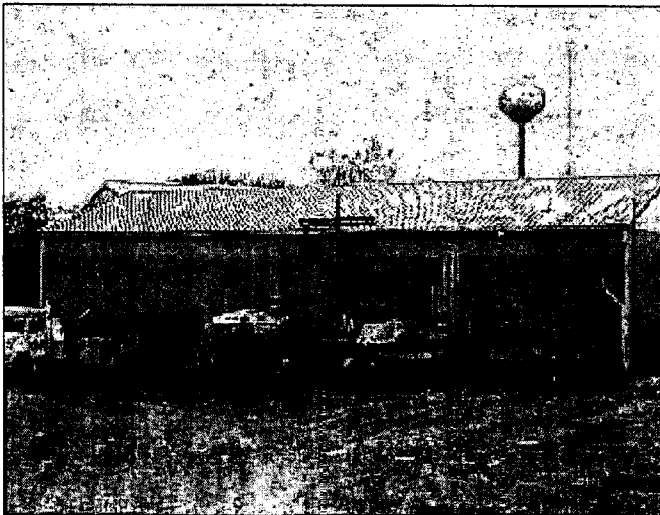
06090470

Borrower	Gelfand, Mark						
Property Address	Cherry St Route 219						
City	Brockway	County	Jefferson	State	PA	Zip Code	15824
Lender/Client	First Commonwealth Bank						



COMPARABLE SALE # 1

Route 219
DuBois, PA
Date of Sale : 5-8-2002
Sale Price : 42,500
Sq. Ft. : 1,800
\$/Sq. Ft. : 23.61



COMPARABLE SALE # 2

49 Sheridan Rd
Clarion, PA
Date of Sale : 11-18-2005
Sale Price : 45,000
Sq. Ft. : 3,200
\$/Sq. Ft. : 14.06



COMPARABLE SALE # 3

90 Merle St
Clarion, PA
Date of Sale : 6-20-2006
Sale Price : 35,000
Sq. Ft. : 2,184
\$/Sq. Ft. : 16.03

ADDITIONAL PHOTOGRAPH ADDENDUM

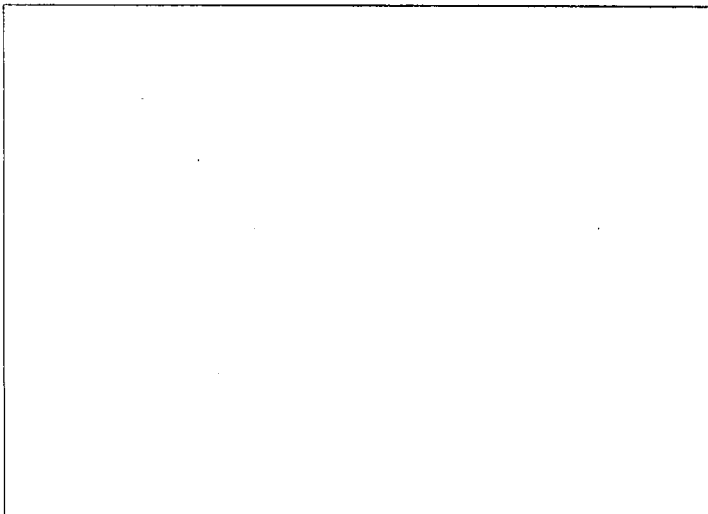
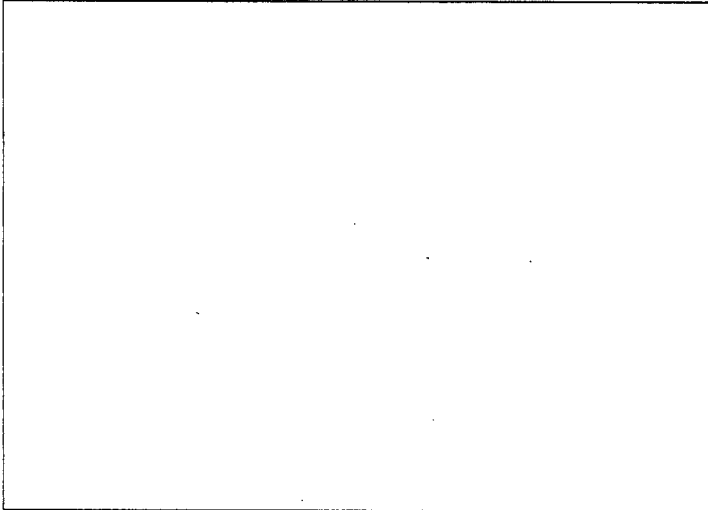
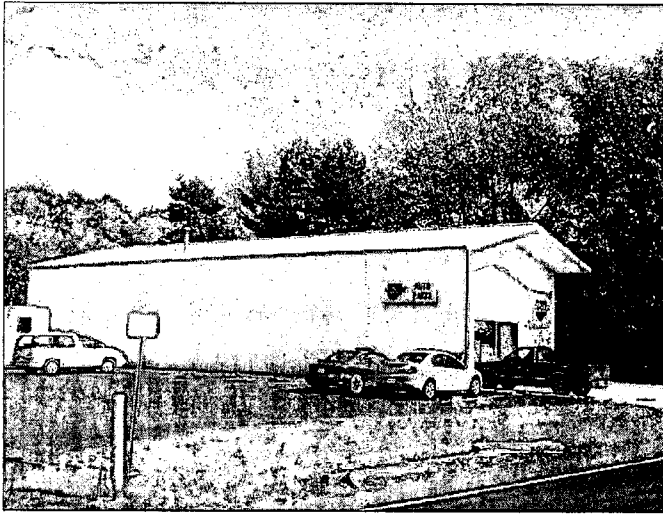
06090470

Borrower Gelfand, Mark

Property Address Cherry St Route 219

City Brockway County Jefferson State PA Zip Code 15824

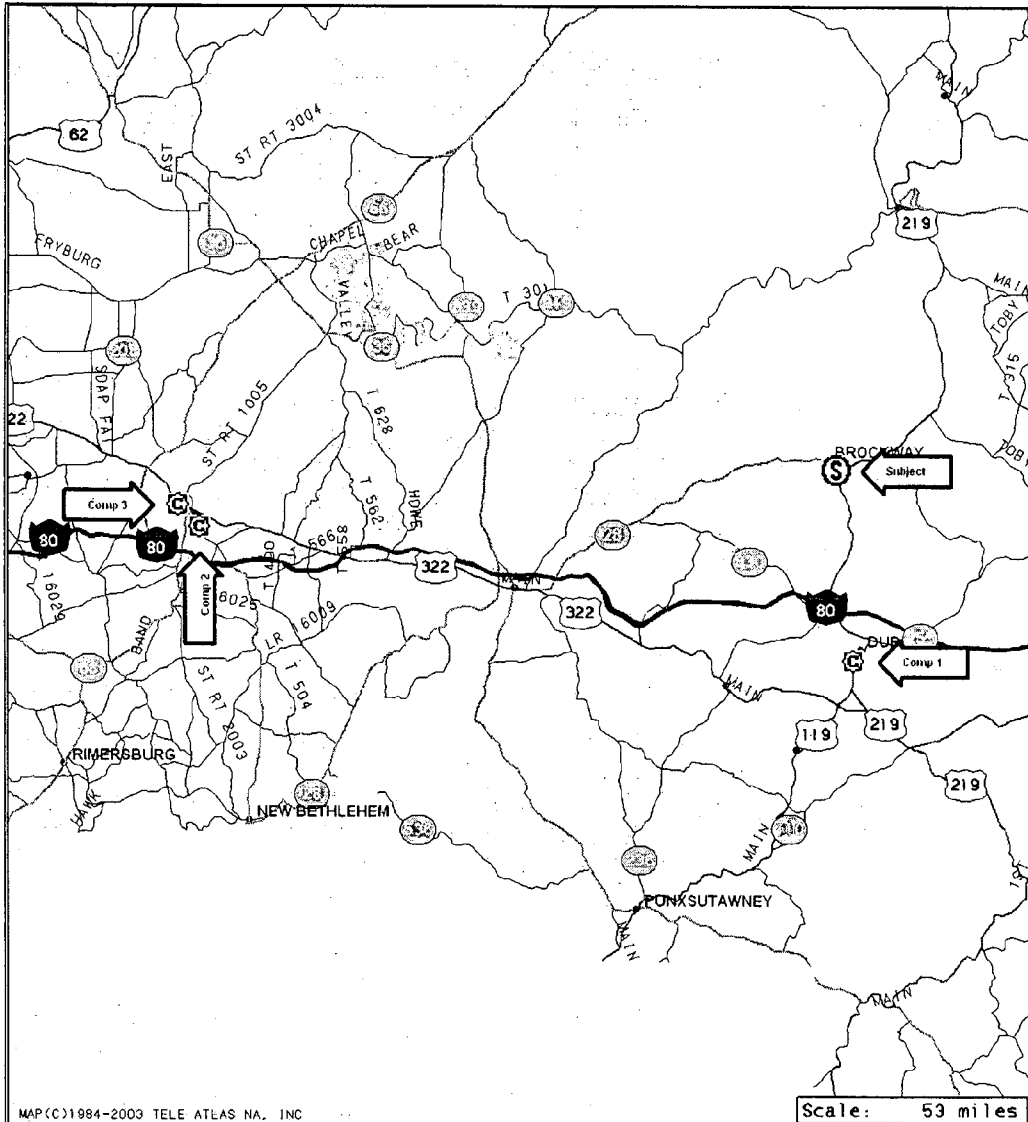
Lender/Client First Commonwealth Bank



LOCATION MAP ADDENDUM

File No: 06090470

Borrower Gelfand, Mark
 *Property Address Cherry St Route 219
 City Brockway County Jefferson State PA Zip Code 15824
 Lender/Client First Commonwealth Bank



MAP(C)1984-2003 TELE ATLAS NA, INC

Scale: 53 miles

Prepared by: Advantage Appraisals 814-848-3900

COMPARABLE SALES INFORMATION

COMPARABLE SALE # 1	
Address	US 219
Date of Sale	5-8-2002
Sale Price	42,500
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	1,800
Proximity to Subject	9.0 MI S
COMPARABLE SALE # 2	
Address	49 SHERIDAN DR
Date of Sale	11-18-2005
Sale Price	45,000
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	3,200
Proximity to Subject	30.7 MI W
COMPARABLE SALE # 3	
Address	90 MERLE ST
Date of Sale	6-20-2006
Sale Price	35,000
Room Count - Total Rooms	Bedrooms Baths
Gross Living Area	2,184
Proximity to Subject	31.6 MI W

TEXT ADDENDUM

File No. 06090470

Borrower: Gelfand, Mark

Property Address: Cherry St Route 219

County: Jefferson

City: Brockway State: PA

Zip Code: 15824

Lender: First Commonwealth Bank

I performed an exterior inspection of the subject. However, I was able to enter the front or sales area of the subject and found some deferred maintenance. (subject in need of painting, and minor wall damage). The subject was constructed in 1970 and given the lack of maintenance, I can only assume that the mechanical items - heat, plumbing, - have not been updated. The condition of the subject is considered to be fair - average.

The liquidation value of the subject would be \$38000.

2003 USPAP COMPLIANCE ADDENDUM

06090470

APPRAISER'S CERTIFICATION:

The following Certification statements are in addition to and may supercede the signed Appraiser's Certification attached to this appraisal report. This Appraiser's Certification is compliant with the current edition of the Uniform Standards of Professional Appraisal Practice.

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)

No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market value of the subject property, as defined in this report, as of the effect date of this report. The intended use of the appraisal is to assist the client and any other intended users in the underwriting, approval, and funding of the mortgage loan. The intended users of this report are the stated client and any other institutions involved in underwriting, approval, and funding of the mortgage loan. No one else, including the purchaser and seller, should rely on the estimate of value or any other conclusion contained in this appraisal report.

ANALYSIS AND REPORT FORM:

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area.

The original source of the comparable data described in the Data Source section of the market grid along with the source of confirmation is provided, where available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report or used as a basis for the value conclusion. The extent of the analysis to this assignment is stated in the Appraiser's Certification included above and attached to this report.

DEFINITION OF INSPECTION:

The term "inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions, and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:

The current Uniform Standards of Professional Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.

THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:

The appraiser has complied with Standards Rules 1-5b and 2-2b(ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the Subject column of Sales Comparison Analysis section of the appraisal report.

EXPOSURE PERIOD:

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

APPRAISER:

Signature: Lori J. McAninch
 Name: Lori J McAninch, SRA, GRI
 State Certification #: GA000514-L State: PA
 Or State License #: _____ State: PA
 Date: 10-27-2006

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

☐ Did ☐ Did Not Inspect Property

Signature: _____
 Name: _____
 State Certification #: _____ State: _____
 Or State License #: _____ State: _____
 Date: _____

Statement of Limiting Conditions

File #: 06090470

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in the market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding the determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
 3. I stated in the appraisal report only my own personal, unbiased, and professional analyses, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form. I certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 4. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
 8. I have made a personal inspection of the property that is the subject of this report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
 9. No one provided significant professional assistance to the person signing this report.
- If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report, therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: Cherry St Route 219 Brockway PA 15824

APPRAISER:

Signature: Lori J. McAninch
 Name: Lori J McAninch, SRA, GRI
 Date Signed: 10/27/2006
 State Certification #: GA000514-L PA
 or State License #: PA
 Expiration Date of Certification or License: 06/30/2007

SUPERVISORY APPRAISER

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 Expiration Date of Certification or License: _____

FILED

JAN 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

CERTIFICATE OF ADDRESS:

211 West Long Avenue
DuBois, Pennsylvania 15801
Tax I.D. No. 7-2-1-97

FILED *Any pd 20.00*
m 11:54/24
FEB 26 2007 *cc 66 writs*
w/prop. descr.
William A. Shaw
Prothonotary/Clerk of Courts *to Sheriff*
(66)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 06-625-CD
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount.....	\$536,392.52
Interest from 08/12/06 through 02/28/07 at \$41.659407 per diem (Note)	8,331.88
Interest from 08/12/06 through 02/28/07 at \$19.522280 per diem (Note-2)	3,904.46
Late Fees (5% of \$6,192.72/mo. pmt. or \$309.64/mo. for months of Sept. 2006 through Feb. 2007) (Note)	1,857.84
Late Fees (5% of \$4,292.85/mo. pmt. or \$214.64/mo. for months of Sept. 2006 through Feb. 2007) (Note-2)	1,287.84
Foreclosure Fees.....	<u>6,000.00</u>
Sub-total	\$557,774.54
Additional interest from 03/01/07 to date of sale @ \$41.659407 per diem (to be added by Prothonotary)	_____
Additional interest from 03/01/07 to date of sale @ \$19.522280 per diem (to be added by Prothonotary)	_____
Additional late fees from 03/01/07 to date of sale @ \$309.64/mo. (to be added by Prothonotary)	_____
Additional late fees from 03/01/07 to date of sale @ \$214.64/mo. (to be added by Prothonotary)	_____
Costs (to be added by the Prothonotary)	<u>132.00</u>
Total	\$ _____

Prothonotary costs

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Angela S. Abreu, Esquire
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

) SS:

I, Thomas E. Reiber, counsel to First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendant, Marc J. Gelfand, is not a member of the military service of the United States of America to the best of my knowledge, information and belief.



Thomas E. Reiber, Esquire

Sworn to and subscribed before me
this 23rd day of February, 2007.



Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Debra J. Paraway, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

293613.1:BF
11555-124417

FILED

FEB 26 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,
Defendant.

CIVIL DIVISION

No. 06-625-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 06-625-CD
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praecipe for Writ of Execution was filed the following information concerning the real property located at 211 West Long Avenue, DuBois, Pennsylvania 15801:

1. Name and address of the Owner(s) or Reputed Owner(s):

MARC J. GELFAND	772 Treasure Lake DuBois, Pennsylvania 15801
-----------------	---

2. Name and address of Defendant(s) in the judgment:

SAME AS ABOVE

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

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK	c/o Thomas E. Reiber, Esquire Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, Pennsylvania 15222
--	---

FEDERAL MOGUL CORP., i/d/b/a MOOG AUTOMOTIVE	2219 Collection Center Drive Chicago, Illinois 60693
---	---

AIRTEX AUTOMOTIVE DIVISION AIRTEX PROD. DIV, UIS, INC.	c/o Law & Finance Building, 16 th Floor Pittsburgh, Pennsylvania 15219
---	--

HASTINGS FILTER, INC.	P. O. Box 71921 Chicago, Illinois 60694
-----------------------	--

DANA CORPORATION	P. O. Box 67000-21201 Detroit, Michigan 48267
------------------	--

GOERLICH'S INC.	300 Dixie Trail Goldsboro, North Carolina 27530-7198
-----------------	---

R & B INC.	c/o Law & Finance Building, 16 th Floor Pittsburgh, Pennsylvania 15219
------------	--

CARDONE INDUSTRIES, INC.	5501 Whitaker Avenue Philadelphia, Pennsylvania 19124
BOROUGH OF RIDGWAY	108 Main Street Ridgway, Pennsylvania 15853
DOUGLAS BATTERY MANUFACTURING COMPANY	P. O. Box 12159 Winston-Salem, North Carolina 27117-2159
PNC BANK	91 State Street Erie, Pennsylvania 16507-1418
COMMONWEALTH OF PA BUREAU OF COMPLIANCE	P. O. Box 280948 Harrisburg, Pennsylvania 17128

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

FIRST COMMONWEALTH BANK, c/o f/k/a DEPOSIT BANK	Thomas E. Reiber, Esquire Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, Pennsylvania 15222
--	---

HARRY GELFAND and MARILYN GELFAND	7202 Promenade Drive, apt. E102 Boca Raton, Florida 33433
--------------------------------------	--

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

UNKNOWN

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

CLEARFIELD COUNTY TREASURER	P. O. Box 289 Clearfield, Pennsylvania 16830
-----------------------------	---

CLEARFIELD COUNTY TAX CLAIM	Clearfield County Courthouse 1 North Second Street Clearfield, Pennsylvania 16830
-----------------------------	---

CITY OF DUBOIS	c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
----------------	--

DUBOIS AREA SCHOOL DISTRICT	c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
--------------------------------	--

CLEARFIELD COUNTY	c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
-------------------	--

MIDDLE ATLANTIC WAREHOUSE DISTRIBUTORS, INC., - TONAWANDA NY	c/o Nicholas D. Krawec Gulf Tower, suite 2200 Pittsburgh, Pennsylvania 15219
--	--

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

MARINE BANK

Second and Liberty Street
Warren, Pennsylvania 16365

GENERAL PARTS, INC.

2635 Millbrook Road
Raleigh, North Carolina 27604

ADVANTA BANK CORP.

1020 Laurel Oak Road
Voorhees, New Jersey 08043

PNC BANK

75 N. Fairway Drive
Vernon Hills, Illinois 60061

WASHINGTON MUTUAL BANK

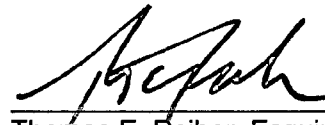
1270 Northland Drive, Suite 200
Mendota Heights, Minnesota 55120

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

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

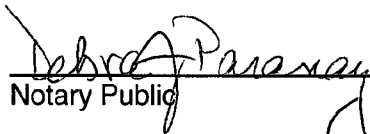
Dated: Feb 23, 2007

By:



Thomas E. Reiber, Esquire
Angela S. Abreu, Esquire
Attorney for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Sworn to and subscribed before me
this 23rd day of February, 2007.


Notary Public

My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Debra J. Paronay, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

293613.1:BF/#11555-124417

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,
Defendant.

CIVIL DIVISION

No. 06-625-CD

AFFIDAVIT OF ACT 6

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

Before me, a Notary Public, personally appeared Thomas E. Reiber, Esquire, being duly sworn, deposes and says:

THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was not required because the Note and Note-2 are commercial obligations, and the Premises are commercial in nature.



Thomas E. Reiber, Esquire
Attorney for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Sworn to and subscribed before
me this 23rd day of February, 2007.



Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Debra J. Pararay, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

293613.1:BF
11555-124417

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

AFFIDAVIT OF ACT 91

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

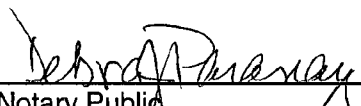
SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says:

THAT Notice required by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was not required because the Note and Note-2 are commercial obligations and the Premises are commercial in nature.


Thomas E. Reiber, Esquire
Attorney for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Sworn to and subscribed before
me this 23rd day of February, 2007.


Notary Public

My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Debra J. Parany, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

293613.1:BF
11555-124417

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

AFFIDAVIT OF LAST KNOWN
ADDRESS OF DEFENDANT

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 06-625-CD
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANT

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says as follows:

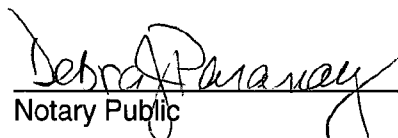
1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendant, Marc J. Gelfand, is 772 Treasure Lake, DuBois, Pennsylvania 15801.

TUCKER ARENSBERG, P.C.



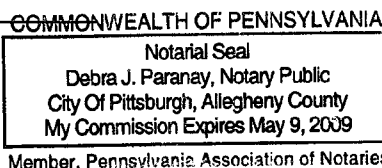
Thomas E. Reiber, Esquire
Attorney for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Sworn to and subscribed before me
this 23rd day of February, 2007.



Notary Public

My Commission Expires:



1293613.1/#11555-124417

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

COPY

First Commonwealth Bank, f/k/a Deposit Bank

Vs.

NO.: 2006-00625-CD

Marc J. Gelfand

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK, Plaintiff(s) from MARC J. GELFAND, Defendant(s):

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

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


Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL:.....\$536,392.52
INTEREST from 08/12/06 through 02/28/07
at \$41.659407 per diem (Note):.....\$8,331.88
INTEREST from 08/12/06 through 02/28/07
at \$19.522280 per diem (Note-2):.....\$3,904.46
INTEREST: \$
ATTY'S COMM: \$
DATE: 02/26/2007

PROTHONOTARY'S COSTS PAID:.....\$132.00
LATE FEES (5% of \$6,192.72/mo. pmt. or
\$309.64/mo. for Sept. 2006-Feb. 2007):.....\$1,857.84
LATE FEES (5% of \$4,292.85/mo. pmt. or
\$214.64/mo. for Sept. 2006-Feb. 2007)(Note-2):...\$1,287.84
SHERIFF: \$
OTHER COSTS: \$
FORECLOSURE FEES:.....\$6,000.00



William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Thomas E. Reiber, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 06-625-CD
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF MARC J. GELFAND OF,
IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THOSE CERTAIN PARCELS AND LOTS OF LAND SITUATE IN THE
SECOND WARD, CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA,
BEING MORE FULLY DESCRIBED AT INSTRUMENT NO. 199903517.

BEING KNOWN AS 211 W. LONG AVENUE, DUBOIS, PA.

CLEARFIELD COUNTY TAX I.D. NO. 7-2-1-97

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 06-625-CD
Plaintiff,)	
)	
vs.)	
)	
MARC J. GELFAND.)	
)	
Defendant.)	

LEGAL DESCRIPTION OF REAL ESTATE

ALL those certain parcels and lots of land situate in the Second Ward of the City of DuBois, County of Clearfield, Pennsylvania, bounded and described as follows:

FIRST:

BEGINNING at an iron pin on West Long Avenue, boundary line between the lands here conveyed and lands formerly of J. K. Seyler, now estate of Frank W. Porter; thence South 47° 31' West, 142 feet to an iron pin at line of lands formerly of Frank W. Porter, as conveyed to Marc J. Gelfand by description No. 2 hereof; thence North 62° 5' West, 17.75 feet to the face of the building on the S. J. Schrecongost Estate lands, said building now held by the DuBois National Bank as Trustee; thence along said building line on the Schrecongost property North 31° 26' East, 155.65 feet to West Long Avenue; thence along West Long Avenue, South 41° 07' East, 63.3 feet, more or less, to an iron pin, the place of beginning.

It is understood that the foregoing described land has an encroachment on the easterly boundary thereof of a building on the Frank W. Porter Estate, of approximately .23 foot, at or about the middle of the said described land, said encroachment to exist only so long as the present building stands, and the said description above given is from survey of Kirk and Bouten as made January 18 and 19, 1911.

SECOND:

BEGINNING at a post in the northeasterly line of W. Spruce Alley and the southeasterly corner of lands conveyed by Executors of Frank W. Porter to S. J. Schrecongost Estate, the DuBois National Bank, Trustee, by deed dated December 5, 1944; thence northeasterly by line of lands of Schrecongost Estate, 24 feet to a post at the southwesterly corner of lands by Fred Loeb Estate; thence southeasterly by line of lands of said Fred Loeb Estate, 17.75 feet to a post at the southeasterly corner of lands of Fred Loeb Estate; thence southwesterly in a straight line parallel with and at all points 17.75 feet distant, southeasterly from the southeasterly line of lands of said Schrecongost Estate 24 feet to a post at West Spruce Alley; thence northwesterly by line of said West Spruce Alley, 17.75 feet to a post at the corner of lands of said Schrecongost Estate, the place of beginning.

BEING known as 211 West Long Avenue, Dubois, Pennsylvania.

SUBJECT to mortgages, deeds of trust, and to covenants, restrictions, easements and rights of way of record in the deeds forming the chain of title to this property.

BEING the same premises granted and conveyed unto Marc J. Gelfand, an individual, by Deed of Fern Schwartz and Hope Alcorn, personal representatives of the Estate of Clara Adi Gelfand, dated June 18, 1998, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on March 9, 1999 at Instrument No. 199903517.

CLEARFIELD COUNTY TAX I.D. NO. 7-2-1-97

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire

Angela S. Abreu, Esquire

Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

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William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

PRAECIPE TO SETTLE AND
DISCONTINUE AND SATISFY JUDGMENT

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Michael J. Stauber, Esquire
Pa. I.D. No. 201022
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Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
Telephone: (412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

MARC J. GELFAND,

Defendant.

CIVIL DIVISION

No. 06-625-CD

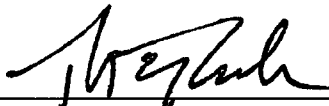
PRAECIPE TO SETTLE AND DISCONTINUE AND SATISFY JUDGMENT

TO: PROTHONOTARY, CLEARFIELD COUNTY

Kindly settle and discontinue and satisfy the judgment filed in the above-captioned matter in favor of the Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, and against the Defendant, Marc J. Gelfand.

TUCKER ARENSBERG, P.C.

By:



Thomas E. Reiber, Esquire

Pa. I.D. No. 41825

Michael J. Stauber, Esquire

Pa. I.D. No. 201022

1500 One PPG Place

Pittsburgh, Pennsylvania 15222

(412) 566-1212

Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Sworn to and subscribed before me
this 12th day of November, 2008.


Notary Public

My Commission Expires:

339804.1:BF/#11555-124417

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra J. Parany, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009
Member, Pennsylvania Association of Notaries