

06-1213-CD

Northwest Savings vs Doris Lord et al

2006-1213-CD

Northwest Savings vs Doris Lord et al

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
Plaintiff) CLEARFIELD COUNTY, PENNSYLVANIA
vs.)
DORIS E. LORD and LON A. LORD,)
individually and t/d/b/a D&L)
APARTMENTS,) NO. 06-1213-CD
Defendants)

TO: Doris E. Lord
RR 1, Box 630
Glen Richey, PA 16837
Lon A. Lord
214 E. Locust St., Apt. #1A
Clearfield, PA 16830

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 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 x5982

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

Date: July 26, 2006

BY:


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

638121

FILED *Att'y pd.* 85.00
M 11:47:30 28 JUL 2006
3cc Shaw

William A. Shaw
Prothonotary/Clerk of Courts

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
) CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)
)
vs.) CIVIL ACTION-LAW
)
DORIS E. LORD and LON A. LORD,)
individually and t/d/b/a D&L)
APARTMENTS,) NO.
)
Defendants)

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, this 26th day of June, 2006, comes the Plaintiff, Northwest Savings Bank, through its counsel, Knox McLaughlin Gornall & Sennett, P.C., and brings this action in Mortgage Foreclosure jointly and severally against Doris E. Lord and Lon A. Lord t/d/b/a D&L Apartments ("Defendants") upon a cause of action described as follows:

1. Plaintiff is a Pennsylvania State Chartered Bank maintaining a mailing address of 100 Liberty Street, Drawer 128, Warren, Pennsylvania 16365.

2. The Defendants are residents of Clearfield County, Pennsylvania. Lon A. Lord is believed to maintain an address of 214 E. Locust Street, Apt. #1A, Clearfield, Pennsylvania 16830. Doris E. Lord is believed to maintain an address of RR 1, Box 630, Glen Richey, PA 16837.

3. The Defendants are the owners of real property commonly known as 214 E. Locust Street, Clearfield, Pennsylvania; 312 Nichols Street, Clearfield, Pennsylvania; 310 Walnut Street, Clearfield, Pennsylvania and 302 Walnut Street, Clearfield, Pennsylvania, as described herein on Exhibit A, attached hereto.

4. On or about April 10, 2001, the Defendants, in consideration of a loan made by the Plaintiff to the Defendants and TQA Fabrication, Inc. made, executed, acknowledged, and

delivered to the Plaintiff one or more mortgages (the "Mortgage") and a Line of Credit Note ("the "Note") accompanying the same, in an original amount of \$30,000. A copy of the Mortgage is attached hereto as Exhibit B, and a copy of the Note as extended and/or modified is attached hereto collectively as Exhibit C. By virtue of the Note and the Mortgage, the Defendants and TQA Fabrication, Inc. agreed to pay to the Plaintiff according to the terms of the Notes above described. The Mortgage was recorded in the Clearfield County Recorders Office in Clearfield County, Pennsylvania at Instrument No. 2001060274 and Instrument No. 200106275.

5. The Mortgage is in default by virtue of the fact that the Defendants are in arrears in a total amount equivalent to at least two (2) consecutive monthly payments which pursuant to the terms of said Mortgage constitutes a default. Pursuant to the Mortgage, said default at the option of the Plaintiff renders payable the entire balance of the principal and the Plaintiff does hereby exercise said option and declares the entire balance of principal and interest due and payable forthwith. Said balance is calculated as follows:

Balance due on Mortgage principal	\$28,804.13
Amount due on Interest to May 25, 2005	2,428.81
15% collection fee	4,320.61
Costs	to be added
Late fees	1,481.00
Total due on said Mortgage	<u>\$37,034.55</u>

With interest on \$28,804.13 at the note rate from May 25, 2005, with a per diem of \$6.905099 costs, fees, and attorneys fees continue to accrue.

6. No Notice of Intention to Foreclose Mortgage pursuant to Section 403 of Act 6 of the General Assembly of Pennsylvania, enacted on January 30, 1974 nor any Notice of Homeowner's Emergency Mortgage Assistance Act of 1983 is required in this case because the properties involved are commercial non-owner occupied real property.

WHEREFORE, Plaintiff demands judgment jointly and severally against the Defendants in the amount of \$37,034.55 plus interest from May 25, 2006 at the note rate, attorneys' fees, costs of suit and sheriff's sale, and asks that the Plaintiff be granted such other and further relief as is necessary and just.

Respectfully submitted,

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

BY: 

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

#638121

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
) CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)
)
vs.) CIVIL ACTION-LAW
)
DORIS E. LORD and LON A. LORD,)
individually and t/d/b/a D&L)
APARTMENTS,) NO.
)
Defendants)

LEGAL DESCRIPTION

214 E. Locust Street, Clearfield, PA

ALL THAT CERTAIN piece or parcel of land together with all improvements therein, located in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

On the South by Locust Street; on the East by Nick Colose property and Louise Barone Estate property, formerly Maggie Hoover property; on the West by Michael Spingola property; formerly Logan property; on the North by Robert Gray, et ux, property, formerly Mary E. Kline Estate property, being a rectangular plot of ground fifty (50) feet wide on Locust Street and extending back one hundred one (101) feet and being part of Lot No. 107 in the plan of Clearfield Borough, having erected thereon a two-story frame dwelling house.

Being the same premises conveyed to Doris E. Lord and Lon A. Lord t/d/b/a D & L Apartments by deed recorded in Clearfield County Record Volume 1740, Page 597 on February 29, 1996.

312 Nichols Street, Clearfield, PA/310 Walnut Street, Clearfield, PA/302 Walnut Street, Clearfield, PA Parcel No. 1:

ALL THAT CERTAIN piece or parcel or tract of land situated in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron stake at the Southeast corner of Walnut and Third Streets; thence in a Southerly direction along Third Street 58 feet to an iron stake; thence in a Easterly direction 40 feet, more or less, to an iron stake on the Easterly line of the premises herein conveyed; thence in a northerly direction along the Eastern line of the premises as herein conveyed, 64.5 feet to an iron stake at the corner of Walnut Street; thence along Walnut Street in a Westerly direction 40 feet to the place of beginning.

Parcel No. 2:

ALL THAT CERTAIN lot or piece of land situated in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEING a portion of lot no. 129 and beginning at the northeast corner of Third and Walnut Streets in the Borough of Clearfield; thence along Walnut Street, east twenty-six (26) feet to line of lot now or formerly of J. Clyde Staver; thence by a line parallel with Third Street and twenty-six (26) feet distant therefrom, north seventy and six tenths (70.6) feet to a line of lot formerly of A. Knight Staver, now Forrest Z. Summerville, et ux; thence along the said Summerville lot West twenty-six (26) feet to Third Street; thence along Third Street south seventy and six tenths (70.6) feet to the place of beginning having erected thereon a two story frame house. This description is subject to correction as contained in Decree of Court dated March 1, 1974 and recorded in Clearfield County Deed Book 673, Page 148.

Parcel No. 3:

ALL that certain lot of ground situate in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, and known in the plan of West Clearfield as Lot No. 93, being bounded and described as follows:

On the north by Nichols Street; on the east by an alley; on the south by an alley and on the west by Lot No. 92 in the said plan of lots; having a frontage of fifty (50) feet on Nichols Street and extending in depth one hundred eighty (180) feet to an alley.

All of the above three premises are the same premises conveyed to the Grantors herein by deed dated December 14, 1994 and recorded in Clearfield County Deed and Record Book Volume 1649, Page 291.

Open-End Mortgage

(THIS MORTGAGE SECURES FUTURE ADVANCES)

Made this

10th

day of April

, 2001.

Between Doris E. Lord and Lon A. Lord t/d/b/a D & L Apartments

(hereinafter called "Mortgagor"), a partnership having its principal

place of business in residence at Box 630, Glen Richey, PA 16837

And

NORTHWEST SAVINGS BANK, (hereinafter called "Mortgagee"), a State Chartered Stock Savings Bank organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business in Warren, Pennsylvania.

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Note (hereinafter called the "Note") or Guaranty ("Guaranty") Agreement of even date herewith, payable to the order of Mortgagee in the principal sum of Thirty Thousand and 00 / 100 Dollars (\$ 30,000.00), lawful money of the United States of America, 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 renewals thereof, and as security for the payment of the same and interest as aforesaid, together will all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns: Clearfield Boro.

A collateral mortgage on real estate located at 214 E. Locust St., Clearfield, PA (see attached deed; Exhibit A) as further described in, Clearfield County, Pennsylvania Deed Book 1740, Page 597 or Insert Legal Description if this is a purchase money mortgage:

Together with (a) all and singular the buildings and improvements now or hereafter erected on said property, as well as all replacements, alterations and additions now or hereafter made thereto, (b) any and all fixtures, furniture, furnishings and equipment of any nature whatsoever, real, personal or mixed, now or hereafter installed or located in or upon said property and all building materials, equipment, appliances and fixtures now or hereafter owned by Mortgagor which are intended to be, or are, used in improving said property or in constructing, equipping or operating any improvements thereon, all of which regardless of whether or not physically affixed to said property, and if affixed, regardless of the degree of affixation, shall be deemed to be accessory to the freehold and part of the realty as between Mortgagee and Mortgagor, their respective successors and assigns, and all persons claiming through them, including creditors; (c) all streets, passages, ways, easements, water, water rights, water stock and water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining; (d) the reversions, remainders, rents, issues and profits thereof including all leases now or hereafter entered into covering any part of said property; (e) royalties, mineral, oil and gas rights and profits thereof; and (f) all estate, right, title, interest, property, claim and demand whatsoever of Mortgagor in law, equity or otherwise of, in and to the same and every part thereof. (All of the above being sometimes referred to collectively herein as the "Mortgaged Property.") Should the premises or any part thereof be used in manufacturing or a similar industry, the real estate and personal property necessary to the plant as a going concern shall be subject to the lien of this Mortgage. Mortgagor does hereby create in favor of mortgagee, a security interest in and to: inventory, accounts receivable, equipment, furniture and fixtures, contract rights and the insurance proceeds from any of the above, and all cash, deposit and credit balances due mortgagor, all securities, stocks, bonds, notes and certificates of deposit: all present and future as to each item listed, and the proceeds 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, and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, 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) 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 interests may appear, in the event of foreclosure of this Mortgage or other transfer of title to the property covered hereby in lieu of foreclosure, all right, title and interest of the Mortgagor in and to any and all insurance policies then in effect concerning this property, and all sums due thereunder, shall pass to the purchaser at judicial sale or the Mortgagee, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges.

(2) The Mortgagee may at its option require that sums sufficient to discharge the charges covered in Paragraph 1 hereof be paid in installments to the Mortgagee concurrently with the regular installments of principal and interest due hereunder. Such added installments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are necessary to make up any deficiency in the amount necessary to enable the Mortgagee to pay the items covered in Paragraph 1 hereof. In the event of a default by the Mortgagor in the performance of any of the terms, covenants or conditions herein or in the evidence of the debt secured hereby, the Mortgagee may credit to the indebtedness secured hereby, in such manner as the Mortgagee shall determine, any monies on hand, to the Mortgagors credit paid under the terms of this paragraph.

(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 (1) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt 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.

(6) That should the premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceedings, or under the right of eminent domain, or in any other manner, the Mortgagee shall be entitled to appear in, and prosecute in its own name any action or proceedings, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, right of action, and proceeds are hereby assigned to the Mortgagee, who may after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it or apply the same on any indebtedness secured hereby. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, and rights of action and proceeds as the Mortgagee may require.

(7) If at any time prior to repayment in full of the indebtedness secured hereby and without prior written consent of Mortgagee, Mortgagor sells or otherwise transfers the mortgaged premises or any portion thereof, the entire unpaid balance of the indebtedness secured hereby shall at the option of the Mortgagee and without notice become due and payable to the same extent as if payment has been demanded at maturity and payment had been refused. The aforementioned prohibition against selling or transferring title to the mortgaged premises includes but is not limited to a sale under an Article of Agreement, the change of ownership by transfer of capital stock, or any other form of assumption.

(8) The indebtedness secured hereby shall be immediately due and payable in the event: (a) The Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against it, in which an order for relief is entered or which remains undismissed for a period of thirty days or more; or the Borrower by any act or omission shall indicate its consent to approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for it or any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty days or more; or (b) The Borrower shall generally not pay its debts as such debts become due; or (c) The Borrower shall have concealed, removed, or permitted to be concealed or removed, and part of its property, with intent to hinder, delay or defraud its creditors or any of them, or made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall have suffered or permitted, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or restraint which is not vacated within thirty days from the date thereof.

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 performance by Mortgagor of any of the other obligations of the Note of this Mortgage, or if any of the representations herein shall prove untrue, the entire unpaid balance of said principal sum, and all other sums paid by Mortgagee pursuant to the 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 same, together with costs of suit and an attorney's commission for collection of fifteen per cent (15%) of the total indebtedness or \$350 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 or hereafter may be exempted by law. In case of such default, Mortgagee may thereupon or at any time thereafter, exercise concurrently or otherwise, any and all remedies available to Mortgagee hereunder or under the Note or available by law, equity, statute or otherwise.

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 successors and assigns.

Mortgagor represents and warrants to Mortgagee that (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (b) it is duly qualified to do business and is in good standing in the state in which the Mortgaged Property is located, (c) it has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by this Mortgage and the Note and (d) the execution and delivery of this Mortgage, the issuance, execution and delivery of the Note, the making of the borrowing contemplated by the provisions of the Note and this Mortgage, and the performance and observance of the terms, covenants, agreements and provisions of the Note and this Mortgage have duly been authorized by all necessary action on the part of Mortgagor and will not conflict with or result in a breach of any of the terms, conditions or provisions of the articles of incorporation or by laws of Mortgagor, if Mortgagor is a corporation, or of any law or of any regulation, order, writ, injunction or decree of any court or governmental instrumentality or agency or of any agreement or instrument to which Mortgagor is a party or by which it is bound or to which it is subject, or constitute a default thereunder or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the Mortgaged Property pursuant to the terms of any such agreement or instrument, and (e) this Mortgage and the Note, when duly executed and delivered by Mortgagor pursuant to the provisions hereof and thereof, will constitute valid and binding obligations of Mortgagor enforceable in accordance with their respective terms.

Mortgagor further represents, warrants and covenants that it has good and marketable title in and to the Mortgaged Property; that Mortgagor has the right, full power and lawful authority to grant, bargain, sell, mortgage, convey, alienate, enfeoff, release, confirm, assign, transfer and set over the same to Mortgagee in the manner and form herein done; that Mortgagee, its successors and assigns will quietly enjoy and possess the same to the extent provided in this Mortgage; that Mortgagor will warrant and defend the right, title and interest to all the Mortgaged Property against all claims.

Mortgagor at its expense shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, directions and requirements of all federal, state and local legislative, executive, administrative or judicial bodies departments, commissions, boards and officers, or of any national or local insurance underwriters, or of any other body or person exercising functions similar to those of any of the boards and officers, or of any national or local insurance underwriters, or of any other body or person exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Mortgaged Property, or any part thereof or to the use thereof, and shall promptly comply with all requirements of any covenant, right or benefit appurtenant to the Mortgaged Property, regardless of whether or not such compliance shall necessitate structural changes or improvements to the Mortgaged Property, or the removal of any encroachments or projections, ornamental, structural or otherwise, onto or over the streets adjacent to the Mortgaged Property, or onto or over property contiguous or adjacent thereto. Mortgagor also shall promptly acquire any additional rights or take any additional action needed at any time to enable the Mortgaged Property to serve for the purposes intended. If Mortgagor defaults in complying with any such laws or other requirements or in taking such additional action, Mortgagee may, at the option of Mortgagee, cause such compliance or take such additional action and Mortgagor will reimburse Mortgagee for any costs thereof, with interest from the time of the payment of such costs on demand, and the same shall be added to and become part of the principal indebtedness of Mortgagor hereunder and shall be secured in all respects hereby as if part of the original indebtedness evidenced by the Note.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future in respect of the Mortgaged Property or any part thereof, together with all rents to become due under such leases. This assignment, however, shall be operative only in the event of the occurrence of an Event of Default, and in any such case Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent, for Mortgagor, with power to take possession of, and to collect, all rents arising from the Mortgaged Property, and apply such rents, at the option of Mortgagee, to the payment of the sums secured hereby, taxes, costs of maintenance, repairs, expenses incident to managing and other expenses, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as affirmation of the tenant or lease in the event Mortgagor's title to the Mortgaged Property should be acquired by Mortgagee. Mortgages shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers in this Paragraph contained, Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof.

The rights and remedies of Mortgagee as provided herein, or in the Note, and the warrant therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Any failure by Mortgagee to insist upon the strict performance by Mortgagor or any of the terms, covenants, agreements, conditions or provisions hereof shall not be deemed to be a waiver thereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms, covenants, agreements, conditions, promises and provisions of this Mortgage to be performed by Mortgagor.

A notice which is mailed by certified mail, postage prepaid, return receipt requested, addressed if to Mortgagor at the Mortgaged Property or at such other address as Mortgagor may hereafter designate to Mortgagee in writing, or addressed if to Mortgagee at any of its branch offices or at such other address as Mortgagee may hereafter designate to Mortgagor in writing, shall be sufficient notice when required or permitted under this Mortgage.

Time is of the essence of this Mortgage.

LINE OF CREDIT NOTE

\$30,000.00

Clearfield, Pennsylvania
April 10, 2001

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

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

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

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

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

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

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

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

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

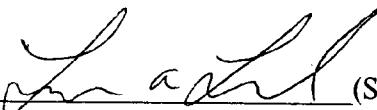
The Borrower agrees to pay all costs of collection hereof, including reasonable attorney's fees.

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

ATTEST:

Name:
Title: U.P.

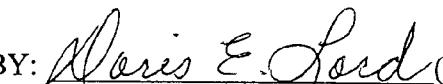
BORROWER: TQA Fabrication, Inc.

BY:  (SEAL)
Name:
Title:

WITNESS:

WITNESS:

CO- BORROWER: Doris E. Lord

BY:  (SEAL)

CO- BORROWER: Lon A. Lord

BY:  (SEAL)

LINE OF CREDIT EXTENSION AND MODIFICATION AGREEMENT

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

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

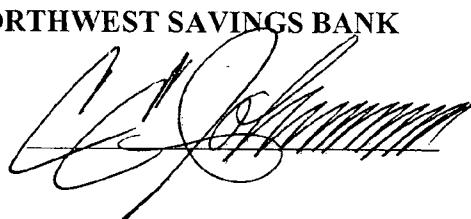
1. The maturity date of said note presently being May 31, 2002 is hereby extended to May 31, 2003.
2. Advances will be available from the line of credit up to an amount not to exceed the aggregate principal balance of \$30,000.00.

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

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

NORTHWEST SAVINGS BANK

By:

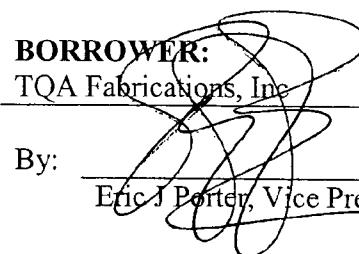


Account No. 1555006145

BORROWER:

TQA Fabrications, Inc.

By:



Eric J. Porter, Vice President

LINE OF CREDIT EXTENSION AND MODIFICATION AGREEMENT

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

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

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

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

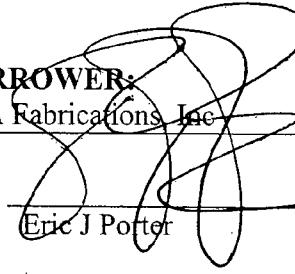
IN WITNESS WHEREOF, we have unto set our hand and seal this 31st day of May, 2003, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

BORROWER:

TQA Fabrications, Inc

By: 

Eric J Porter

Account No. 1555006145

LINE OF CREDIT EXTENSION AND MODIFICATION AGREEMENT

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

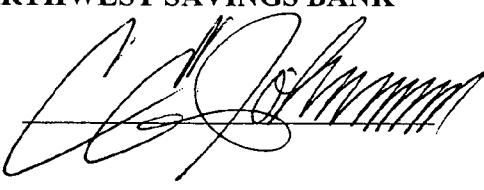
NOW, THEREFORE, it is understood and agreed that the maturity date of said Promissory Note in the original principal amount of \$30,000.00 And having a present principal balance of \$29,250.00 is hereby amended effective August 13, 2003 as follows:

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

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

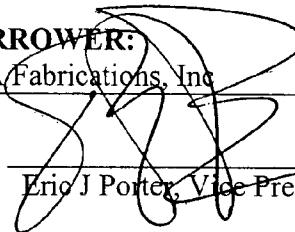
IN WITNESS WHEREOF, we have unto set our hand and seal this 13th day of August, 2003, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

BORROWER:

TQA Fabrications, Inc.

By: 

Eric J. Porter, Vice President

Account No. 1555006145

LINE OF CREDIT EXTENSION AND MODIFICATION AGREEMENT

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

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

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

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

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

NORTHWEST SAVINGS BANK

By:

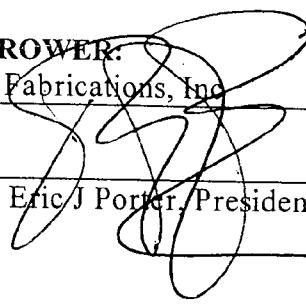


Account No. 1555006145

BORROWER:

TQA Fabrications, Inc.

By:


Eric J. Porter, President

LINE OF CREDIT EXTENSION AND MODIFICATION AGREEMENT

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

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

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

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

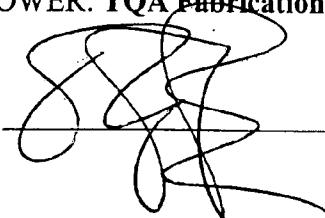
NORTHWEST SAVINGS BANK

By:



BORROWER: TQA Fabrications, Inc.

By:



(SEAL)

Account No. 1555006145

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
Plaintiff) CLEARFIELD COUNTY, PENNSYLVANIA
vs.)
DORIS E. LORD and LON A. LORD,) CIVIL ACTION-LAW
individually and t/d/b/a D&L)
APARTMENTS,) NO.
Defendants)

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF WARREN) SS:
)

On this, the ____ day of June, 2006, Dean C. Huya, the undersigned, states that he is the Vice President of Credit Review of the Plaintiff, Northwest Savings Bank, that he is authorized to make this affidavit on behalf of the Plaintiff, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct, to the best of his information, knowledge and belief, subject to the penalties of 18, P.A.C.S. §4904 relating to unsworn falsification to authorities.



Dean C. Huya

638121

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
Plaintiff) CLEARFIELD COUNTY, PENNSYLVANIA
vs.)
DORIS E. LORD and LON A. LORD,) CIVIL ACTION-LAW
individually and t/d/b/a D&L)
APARTMENTS,) NO.
Defendants)

AFFIDAVIT OF MAILING

COMMONWEALTH OF PENNSYLVANIA) SS:
COUNTY OF ERIE)

Mark G. Claypool, being duly sworn according to law, deposes and states that he is the Attorney for the Plaintiff in the above-captioned matter and that to the best of his information, knowledge and belief, upon information supplied by his principal the name and last known address of the owners and the Defendants are as follows:

Doris E. Lord
RR 1, Box 630
Glen Richey, PA 16837

Lon A. Lord
214 E. Locust Street, Apt. #1A
Clearfield, PA 16830

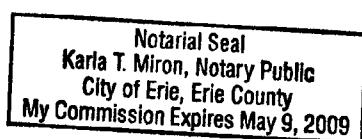


Mark G. Claypool

SWORN AND SUBSCRIBED BEFORE ME
THIS 26th DAY OF JULY, 2006.

Karla T. Miron
Notary Public

638121



NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
Plaintiff) CLEARFIELD COUNTY, PENNSYLVANIA
vs.)
DORIS E. LORD and LON A. LORD,)
individually and t/d/b/a D&L)
APARTMENTS,) NO.
Defendants)

AFFIDAVIT

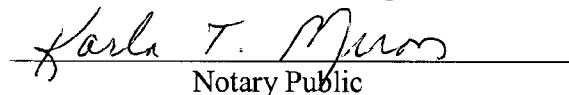
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ERIE) SS:
)

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



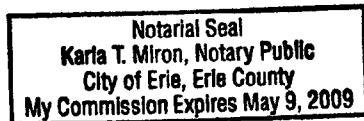
Mark G. Claypool

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 26th DAY OF JULY, 2006.



Karla T. Miron
Notary Public

638121



NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS OF
Plaintiff) CLEARFIELD COUNTY, PENNSYLVANIA
vs.)
DORIS E. LORD and LON A. LORD,)
individually and t/d/b/a D&L)
APARTMENTS,) NO.
Defendants)

NOTICE OF INTENTION TO FORECLOSE

DATE: July 26, 2006

This is to certify that notice, to the extent required, has been given to the Defendants in accordance with the Acts of Assembly of the Commonwealth of Pennsylvania, and Pennsylvania Rules of Civil Procedure.

Respectfully submitted,

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

BY:



Mark G. Claypool, Esquire

PA I.D. No. 63199

120 West Tenth Street

Erie, Pennsylvania 16501-1461

(814) 459-2800

638121

FILED

JUL 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101775
NO: 06-1213-CD
SERVICE # 1 OF 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

VS.

DEFENDANT: DORIS E. LORD and LON A. LORD, Individually and t/d/b/a D&L APARTMENTS

SHERIFF RETURN

NOW, August 02, 2006 AT 12:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DORIS E. LORD ind. & t/d/b/a D&L APARTMENTS DEFENDANT AT 106 1ST AVE., GLEN RICHEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DORIS E. LORD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED

AUG 28 2006
08:45 AM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101775
NO: 06-1213-CD
SERVICE # 2 OF 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

VS.

DEFENDANT: DORIS E. LORD and LON A. LORD, Individually and t/d/b/a D&L APARTMENTS

SHERIFF RETURN

NOW, August 09, 2006 AT 9:57 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LON A. LORD ind. & t/d/b/a D&L APARTMENTS DEFENDANT AT 214 E. LOCUST ST. APT. 1A, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANGELA LORD, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101775
NO. 06-1213-CD
SERVICE # 3 OF 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

VS.

DEFENDANT: DORIS E. LORD and LON A. LORD, Individually and t/d/b/a D&L APARTMENTS

SHERIFF RETURN

NOW, August 02, 2006 AT 12:25 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT DEFENDANT AT 312 NICHOLS ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CASEY DAVIS, TENANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101775
NO: 06-1213-CD
SERVICE # 4 OF 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

VS.

DEFENDANT: DORIS E. LORD and LON A. LORD, Individually and t/d/b/a D&L APARTMENTS

SHERIFF RETURN

NOW, August 02, 2006 AT 12:37 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT DEFENDANT AT 301 not 310 WALNUT ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LOIS DAVIS, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101775
NO: 06-1213-CD
SERVICE # 5 OF 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: DORIS E. LORD and LON A. LORD, Individually and t/d/b/a D&L APARTMENTS

SHERIFF RETURN

NOW, August 02, 2006 AT 12:37 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT DEFENDANT AT 302 WALNUT ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TERESA DIXON & LEE DIXON, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101775
NO: 06-1213-CD
SERVICES 5
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: DORIS E. LORD and LON A. LORD, Individually and t/d/b/a D&L APARTMENTS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KNOX	74657	50.00
SHERIFF HAWKINS	KNOX	74657	50.00
SHERIFF HAWKINS	'	75146	28.23

Sworn to Before Me This

____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,
Plaintiff,

*

*

vs.

NO. 2006-1213-CD

*

DORIS E. LORD AND LON A. LORD,
Individually and t/d/b/a D&L Apartments,*
Defendants,

*

*

*** Type of Case:**

*

*** Type of Pleading: ENTRY OF APPEARANCE**

*

*

*

*

*

*** Filed on behalf of: DEFENDANT,
DORIS E. LORD**

*

*** Counsel of Record for DEFENDANT:**

*** BARBARA J. HUGNEY-SHOPE, ESQ.**

*** Supreme Court I. D. No. 26274**

*** 23 North Second Street**

*** Clearfield, PA 16830**

*** (814) 765-5155**

*for wife
Doris Only*

FILED 3cc
01/11/2006 Atty
SEP 07 2006
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,
Plaintiff,

vs.

DORIS E. LORD AND LON A. LORD,
Individually and t/d/b/a D&L Apartments,
Defendants.

*
*
*

* **NO. 2006-1213-CD**

ENTRY OF APPEARANCE

TO: WILLIAM A. SHAW, PROTHONOTARY

Please enter my appearance as attorney of record for DORIS E. LORD, a
Defendant in the above-captioned action.

Barbara J. Hugney-Shope
Barbara J. Hugney-Shope, Esquire
23 North Second Street
Clearfield, PA 16830
(814) 765-5155

Dated: September 6, 2006

Notice of Proposed Termination of Court Case

March 2, 2012

RE: 2006-01213-CD

Northwest Savings Bank

Vs.

Doris E. Lord
Lon A. Lord
D & L Apartments

FILED

5 MAR 02 2012

William A. Shaw
Prothonotary/Clerk of Courts

6K

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **May 2, 2012**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

Claypool
Hugney-Shape
L. Lord
J&L Apartments

FILED
MAR 02 2012
William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,) IN THE COURT OF COMMON PLEAS
Plaintiff) OF CLEARFIELD COUNTY, PENNSYLVANIA
vs.)) CIVIL ACTION - LAW
DORIS E. LORD and LON A. LORD, individually))
and t/d/b/a D&L APARTMENTS,) NO. 2006-1213-CD
Defendants)

FILED NO CC
MAY 02 2012
GR

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION AND/OR TERMINATION

TO THE PROTHONOTARY:

You are hereby authorized, empowered, and directed to enter, as indicated, the following on the records thereof:

A.1. The within suit is Settled, Discontinued, Ended and costs paid.
2. The within suit is Settled, Discontinued, Ended WITH Prejudice and costs paid.
3. The within suit is Settled, Discontinued, Ended WITHOUT Prejudice and costs paid.
B.1. Satisfaction of the Award in the within suit is acknowledged.
2. Satisfaction of Judgment, with interest and costs, in the within matter is acknowledged
C. Other:

DATE: May 1, 2012

Witness (if signer is other than a registered attorney):

Signature of authorizing party

Mark G. Claypool, Esquire

Attorney or Notary

Mark G. Claypool, Esquire

Type or print name of above signer

COST PAYMENT VERIFICATION

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS; AND HEREBY VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa.C.S. SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

684986

Signature

FILED

MAY 02 2012

William A. Straw
Prothonotary/Clerk of Courts