

06-1444-CD
Clearfield Bank & Trust vs Janet Simbeck et al

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Clearfield Bank & Trust vs Janet Simbeck et al

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

FILED

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs

JANET M. SIMBECK AND
JEFFREY L. SIMBECK, husband and wife,
individually and t/a/d/b/a MAPLE LEAF
RESTAURANT

Defendant

No. 06-1444-CO

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

SEP 06 2006
m 13.301 atty, kirk
William A. Shaw pd 85.00
Prothonotary/Clerk of Courts

(P) IccShaw

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055
(814) 867.8051 - Fax
akirk@bccz.com

NOTICE TO DEFEND

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No.

vs.

JANET M. SIMBECK AND JEFFREY L.
SIMBECK, husband and wife,
individually and t/a/d/b/a MAPLE LEAF
RESTAURANT

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

Defendants

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

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COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney,
Alan F. Kirk, Esquire., and files the within Complaint whereof the following is a
statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.

2. The Defendants are JANET M. SIMBECK AND JEFFREY L. SIMBECK, husband and wife, individually and t/a/d/b/a MAPLE LEAF RESTAURANT with a mailing and property address of 7 W. Long Avenue, DuBois, Pennsylvania 15801.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated February 4, 2004, in the principal amount of \$62,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200401779 on February 5, 2004.

4. The said Mortgage is and contains a lien against those certain tracts of land situate in the City of DuBois, in Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$62,000.00 as set forth in Promissory Note dated February 4, 2004. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due and subsequent monthly installments due.

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated January 24, 2006, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed himself under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

10. The amounts due and owing under the terms of the said Mortgage are as follows:

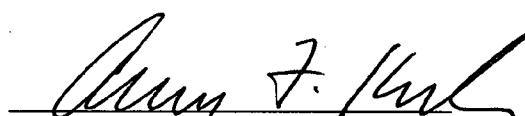
(a)	Principal Balance	\$ 54,430.27
(b)	Interest per diem of 12.09561 from 10/04/05 to 8/31/06	\$ 5,180.81
(c)	Late Charges	\$ 378.10
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 5,443.03</u>
	FINAL TOTAL	\$ 65,460.71

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$65,460.71** plus interest at **8.00%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND
ZOMNIR, PC.

Date: August 31, 2006



Alan F. Kirk, Esquire
Attorney for Plaintiff

VERIFICATION

I, LOUIS CYNKAR of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. 4904, relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: 

Louis Cynkar, Vice President
Lending Division Manager

Date: _____

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

Instrument Number - 200401779
Recorded On 2/5/2004 At 9:36:57 AM

HANAK, GUIDO, AND TALADAY
P.O. BOX 487
DUBOIS, PA 15801

* Instrument Type - MORTGAGE

* Total Pages - 11

Invoice Number - 105336

* Mortgagor - SIMBECK, JANET M

* Mortgagee - CLEARFIELD BANK AND TRUST CO

* Customer - HANAK, GUIDO, AND TALADAY

*** FEES**

RECORDING FEES -	\$25.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
TOTAL	\$40.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW

LEGAL DOCUMENT

* - Information denoted by an asterisk may change

EXHIBIT

tabbed

ess and may not be reflected on this page.

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is FEBRUARY 04, 2004 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: JANET M SIMBECK

JEFFERY L SIMBECK, a/k/a Jeffrey L. Simbeck
3 REYNOLDS AVE
DUBOIS PA 15801

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY
91 BEAVER DRIVE
DUBOIS, PA 15801

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The property is located in Clearfield County at
(County)

7 W. Long Avenue, DuBois, Pennsylvania 15801
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 62,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)



- A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor grants, bargains, and conveys to Lender as additional security all the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one lease period's rent, Mortgagor will not collect in advance any future Rents without Lender's prior written consent. Upon default, Mortgagor will receive Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing, protecting and preserving the Property and to any other necessary related expenses including Lender's attorneys' fees and court costs.

 JMS

payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

26. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. WAIVERS. Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

28. WAIVER OF JURY TRIAL. To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

29. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Security Instrument:

- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

30. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.

following courses and distances, South 37° 45' East 3.35 feet; North 52° 15' East 3.40 feet; North 37° 45' West 2.35 feet to the face of said Brown Boot Shops Building; thence along said building North 54° 37' East, a distance of 12.25 feet to the corner of building of Mark and Ruth Ann Vrahas; thence along said Vrahas Building South 37° 53' East a distance of 18.75 feet to a point in the Western line of land of the DuBois Deposit National Bank; thence along said Bank Land South 53° 26' West a distance of 32.28 feet to the face of a Low Frame Wall, the place of beginning.

PARCEL NO. 3:

The full, free, uninterrupted and exclusive easement (except as herein reserved) over and upon all of that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a one-fourth (1/4) inch steel punch on the Northern line of Spruce Alley, said point being the Southwest corner of the DuBois Deposit National Bank property and the Southeast corner of the Brown's Boot Shops property of which this is a part; thence along the Northern line of Spruce Alley North 37° 45' West a distance of 18.23 feet to a 1/4" Steel Punch; thence by lands of Brown's Boot Shops North 52° 15' East a distance of 38.83 feet to the face of a Low Frame Wall; thence along said Low Frame Wall South 39° 33' East a distance of 19.04 feet to a point in the line of land of DuBois Deposit National Bank; thence along said Bank Land South 53° 26' West a distance of 39.46 feet to a 1/4" steel punch, the place of beginning.

Under and subject to those easements and agreements pertaining to the fire escape, flue, and other matters as contained in the deed to the Grantors.

BEING the same premises conveyed to Janet M. Simbeck and Jeffrey L. Simbeck, husband and wife, by deed of Ruth Ann Vrahas and Mark Vrahas, husband and wife, dated October 25, 2002, and recorded in Clearfield County on January 9, 2003, as Instrument No. 200300289.

JANET M SIMBECK JEFFERY L SIMBECK a/k/a Jeffrey L. Simbeck 3 REYNOLDS AVE DUBOIS PA 15801 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.	CLEARFIELD BANK & TRUST COMPANY 91 BEAVER DRIVE DUBOIS, PA 15801 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Loan Number 967769 Date 02/04/04 Maturity Date 02/04/14 Loan Amount \$ 62,000.00 Renewal Of _____
--	--	---

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Sixty two thousand & no/100 Dollars \$ 62,000.00

Single Advance: I will receive all of this principal sum on 02/04/04. No additional advances are contemplated under this note.

Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from FEBRUARY 04, 2004 at the rate of 8.0000 % per year until JANUARY 30, 2009.

Variable Rate: This rate may then change as stated below.
 Index Rate: The future rate will be 2.000% Above the following index rate: CLEARFIELD BANK AND TRUST COMPANY BASE RATE

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
 Frequency and Timing: The rate on this note may change as often as Daily
A change in the interest rate will take effect Daily

Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A .

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change.
 The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a 365/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to _____

LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF THE PAYMENT, WITH A \$20.00 MINIMUM CHARGE

RETURNED CHECK CHARGE: I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: \$25 CREDIT/\$25 FLOODS/\$100 DOC/\$750 APPRAISAL FEES

PAYMENTS: I agree to pay this note as follows:

Interest: I agree to pay accrued interest On Demand, But If No Demand Is Made

Principal: I agree to pay the principal On Demand, But If No Demand Is Made

Installments: I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 756.11 and will be due MARCH 04, 2004. A payment of \$ 756.11 will be due Monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due FEBRUARY 04, 2014

WARRANT OF AUTHORITY TO CONFESSION JUDGMENT: Upon default, in addition to all other remedies and rights available to you, by signing below Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

ADDITIONAL TERMS: AFTER THE INITIAL 5 YEAR TERM, MONTHLY PRINCIPAL & INTEREST PAYMENTS WILL BE DUE THAT WILL AMORTIZE THE REMAINING LOAN BALANCE OVER THE REMAINING 5 YEAR TERM. INTEREST WILL ACCRUE BASED UPON THE VARIABLE RATE AS DISCLOSED ABOVE.

PURPOSE: The purpose of this loan is BUSINESS/DEBT CONSOLIDATION

SECURITY: This note is separately secured by (describe separate document by type and date):

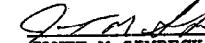
MORTGAGE DATED 02/04/04
SECURITY AGREEMENT DATED 02/04/04

(This is a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

LINDA S. STARR
VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.


JANET M SIMBECK


JEFFERY L SIMBECK


Jeffrey L. Simbeck

AUG-23-2006 08:45 AM ABSTRACTORS

814 765 1989

P. 02/04

Warranty Deed

THIS DEED

MADE the 25th day of October in the year two thousand two (2002).

BETWEEN **RUTH ANN VRAHAS** and **MARK VRAHAS**, husband and wife, of DuBois, Pennsylvania, Parties of the First Part and GRANTORS.

and

JANET M. SIMBECK and **JEFFREY L. SIMBECK**, husband and wife, of DuBois, Pennsylvania, AS TENANTS BY THE ENTIRETIES, Parties of the Second Part and GRANTEES;

WITNESSETH, That in consideration of the sum of Thirty Thousand (\$30,000.00) Dollars, the said Grantors do hereby grant and convey to the said Grantees,

ALL those certain pieces or parcels of real estate bounded and described as follows:

PARCEL NO. 1:

ALL that certain lot or piece of land formerly known as the Bank Building lot, situate in the City of DuBois, fronting on Long Avenue, bounded and described as follows:

BEGINNING at the Northwest corner of the Lot herein conveyed, formerly a bank building, now occupied by the Grantees herein on Long Avenue; thence along Long Avenue South 37° 53' East to a post at land formerly of Long and Seeley and now the DuBois Deposit National Bank Building; thence along the said bank building lot South 53° 25' West seventy-one (71) feet and eleven (11) inches from the inside line of the sidewalk on West Long Avenue; thence North 37° 53' West nineteen (19) feet to a post at Fred Brown property, formerly H. Loeb; thence North 50° 93' East seventy-one and nine-tenths (71.9) feet to West Long Avenue and the place of beginning.

UNDER AND SUBJECT to that certain settlement agreement in connection with the stairway, hallway and water closets as agreed per an ejectment action in the Court of common Pleas of Clearfield County, Pennsylvania, at No. 237 February Term 1899, and as indicated on the Grantors' deed.

EXHIBIT

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AUG-23-2006 09:45 AM ABSTRACTORS

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P. 03/04

BEING the same premises which were conveyed to the Grantors by deed of Elton A. Potter, et ux, dated October 24, 1966, and recorded in Clearfield County Deed Book 525, Page 484.

PARCEL NO. 2:

ALL that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Parcel NO. 1, said point being the face of a Low Frame Wall on the Western Line of the DuBois Deposit National Bank property and the Southeast corner of herein described parcel; thence along said Low Frame Wall North 39° 33' West a distance of 19.04 feet to a point on the Eastern line of Brown's Boot Shops property of which this is a part; thence along lands of said Brown's Boot Shops North 52° 15' East a distance of 18.71 feet to the corner of the Flue at the Southeast corner of the Brown's Boot Shops Building; thence along said Flue the following courses and distances, South 37° 45' East 3.35 feet; North 52° 15' East 3.40 feet; North 37° 45' West 2.35 feet to the face of said Brown Boot Shops Building; thence along said building North 54° 37' East, a distance of 12.25 feet to the corner of building of Mark and Ruth Ann Vrahlas; thence along said Vrahlas Building South 37° 53' East a distance of 18.75 feet to a point in the Western line of land of the DuBois Deposit National Bank; thence along said Bank Land South 53° 26' West a distance of 32.28 feet to the face of a Low Frame Wall, the place of beginning.

PARCEL NO. 3:

The full, free, uninterrupted and exclusive easement (except as herein reserved) over and upon all of that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a one-fourth (1/4) inch steel punch on the Northern line of Spruce Alley, said point being the Southwest corner of the DuBois Deposit National Bank property and the Southeast corner of the Brown's Boot Shops property of which this is a part; thence along the Northern line of Spruce Alley North 37° 45' West a distance of 18.23 feet to a 1/4" Steel Punch; thence by lands of Brown's Boot Shops North 52° 15' East a distance of 38.83 feet to the face of a Low Frame Wall; thence along said Low Frame Wall South 39° 33' East a distance of 19.04 feet to a point in the line of land of DuBois Deposit National Bank;

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P. 04/04

thence along said Bank Land South 53° 26' West a distance of 39.46 feet to a 1/4" steel punch, the place of beginning.

Under and subject to those easements and agreements pertaining to the fire escape, flue, and other matters as contained in the deed to the Grantors.

Parcels No. 2 and 3 above are the same premises conveyed to the Grantors by deed of Brown's Boot Shops dated August 31, 1967, and recorded in Clearfield County Deed Book 532, Page 444.

It is hereby affirmed for purposes of the Commonwealth of Pennsylvania Realty Transfer Tax Act that the true and correct value of this transaction is \$30,000.00.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200300289
RECORDED ON
Jan 09, 2003
11:34:18 AM
Total Pages: 5

RECORDING FEES - \$10.00
RECORDER
COUNTY IMPROVEMENT \$2.00
FNUO
RECORDER IMPROVEMENT \$1.00
FNUO
JCS/ACCESS TO \$10.00
JUSTICE
STATE TRANSFER TAX \$300.00
STATE WRIT TAX \$0.50
DUBOIS CITY \$150.00
DUBOIS AREA \$150.00
SCHOOLS
TOTAL \$630.50
CUSTOMER
HANNA, GUIDO, AND TALADAY

1/8/03

SH

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
<p>JANET M SIMBECK JEFFERY L SIMBECK, a/k/a Jeffrey L. Simbeck 3 REYNOLDS AVE DUBOIS PA 15801</p>	<p>CLEARFIELD BANK & TRUST COMPANY 91 BEAVER DRIVE DUBOIS, PA 15801</p>
<p>Type: <input checked="" type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> _____ State of organization/registration (if applicable) _____ <input type="checkbox"/> If checked, refer to addendum for additional debtors and signatures.</p>	

COMMERCIAL SECURITY AGREEMENT

FEBRUARY 04, 2004

The date of this Commercial Security Agreement (Agreement) is FEBRUARY 04, 2004.
SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) Debtor JANET M SIMBECK

JEFFERY L SIMBECK, a/k/a Jeffrey L. Simbeck (Borrower) owes to Secured Party:

Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

Promissory Note #967769 Dated FEBRUARY 04, 2004
 In the amount of \$62,000.00

All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances. **SECURITY INTEREST.** To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

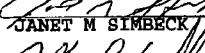
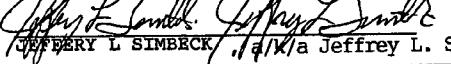
EXHIBIT

Tables

USE OF PROPERTY. The Property will be used for personal business agricultural _____ purposes.

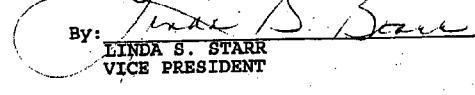
SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR


 JANET M. SIMBECK

 JEFFERY L. SIMBECK, a/k/a Jeffrey L. Simbeck

SECURED PARTY

CLEARFIELD BANK & TRUST COMPANY

By: 
 LINDA S. STARR
 VICE PRESIDENT

Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either is original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments. If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in the Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any offices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTING OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

Secured Party may reasonably associate with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property. Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

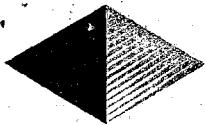
- (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.



CLEARFIELD BANK
&
TRUST COMPANY

MAIN OFFICE 11 N. Second Street PO Box 171 Clearfield, PA 16830 T (814) 765-7551 F (814) 765-2943

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Mortgage dated: February 4, 2004

Mortagor(s): Janet M. Simbeck
Jeffery L. Simbeck aka Jeffrey L. Simbeck

Mortgagee: Clearfield Bank & Trust Company

Recorded: Instrument #200401779

Property(s) included in mortgage: 7 West Long Ave., DuBois, PA 15801

The above described mortgage held by Clearfield Bank & Trust Company (Hereafter we, us or ours) is in serious default because you have not made the principal and interest payments of \$4,536.66 for August, September, October, November and December of 2005 and January of 2006. Late (and other charges) have also accrued to this date in the amount of \$264.67. The total amount now required to cure this default is \$4,801.33.

You may cure this default within thirty (30) days of the date of the mailing of this notice to you, which we hereby certify has been mailed this 23rd day of January, 2006 by paying to us the above amount of \$4,801.33 plus any additional monthly payments and late charges which may fall during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Clearfield Bank & Trust Co. - Main Office. If you do not cure the default within said thirty (30) days, we intend to exercise our right to accelerate the mortgage payments, foreclosure by a judicial proceeding and sell the mortgaged property(s).

If you have not cured the default within the said thirty (30) day period and we accelerate the balance due and/or commence foreclosure proceedings, you still have the right to cure the default and prevent the sale at any time up to one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to the mortgage if: (a) you pay all sums which would be then due under the mortgage, the note and note securing future advances, if any, had no acceleration occurred; (b) you cure all breaches of any other covenants or agreements contained in the mortgage; (c) you pay all reasonable expenses incurred by us enforcing our remedies as provided in the mortgage, including, but not limited to reasonable attorney's fees; and (d) you take such action as we may reasonably require to assure that the lien of the mortgage, our interest in the property(s) and your obligation to pay the sum secured by the mortgage shall continue unimpaired. Upon such payment and cure by you, the mortgage and the obligation secured thereby shall remain in full force and effect as if no acceleration occurred.

EXHIBIT

tabbed

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101902
NO: 06-1444-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY

vs.

DEFENDANT: JANET M. SIMBECK and JEFFREY L. SIMBECK husband & wife,
ind. and t/a/d/b/a MAPLE LEAF RESTAURANT

SHERIFF RETURN

NOW, September 15, 2006 AT 12:36 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
ON JANET M. SIMBECK i/a/t/a/d/b/a MAPLE LEAF RESTAURANT DEFENDANT AT EMPLOYMENT: 7 W. LONG
AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JANET M. SIMBECK, DEFENDANT A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE
KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED

NOV 13 2006
0123010
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101902
NO: 06-1444-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY
vs.

DEFENDANT: JANET M. SIMBECK and JEFFREY L. SIMBECK husband & wife,
ind. and t/a/d/b/a MAPLE LEAF RESTAURANT

SHERIFF RETURN

NOW, September 15, 2006 AT 12:36 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
ON JEFFREY L. SIMBECK i/a/t/a/d/b/a MAPLE LEAF RESTAURANT DEFENDANT AT EMPLOYMENT: 7 W. LONG
AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JANET M. SIMBECK, WIFE/PERSON
IN CHARGE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101902
NO: 06-1444-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY

vs.

DEFENDANT: JANET M. SIMBECK and JEFFREY L. SIMBECK husband & wife,
ind. and t/a/d/b/a MAPLE LEAF RESTAURANT

SHERIFF RETURN

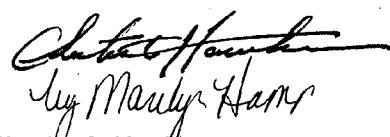
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ/KIRK	1463	20.00
SHERIFF HAWKINS	BCCZ/KIRK	1463	51.30

Sworn to Before Me This

____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

NOV 13 2006

FILED

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

01/02/07 Atty
FILED
M 3:15pm Notice to
defts
DEC 07 2006
ACC & Statement
to Atty
William A. Shaw
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST : No. 06-1444-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: PRAECIPE FOR
: ENTRY OF DEFAULT JUDGMENT
: Filed on Behalf of: Plaintiff
JANET M. SIMBECK AND :
JEFFREY L. SIMBECK, husband and wife, :
individually and t/a/d/b/a MAPLE LEAF :
RESTAURANT :
Defendants : Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC.
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 328 Innovation Boulevard, Suite 200
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **SIXTY-FIVE THOUSAND FOUR HUNDRED
SIXTY AND 71/100 (\$65,460.71) DOLLARS** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

Date: *November 28, 2006*

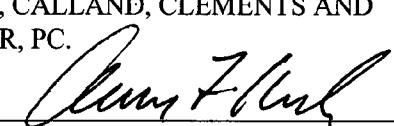
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.



Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praeclipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the above named Defendants on October 19, 2006, at least ten (10) days prior to the filing of the within Praeclipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.



Alan F. Kirk, Esquire
Attorney for Plaintiff

Date: *November 28, 2006*

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 06-1444-CD

vs

JANET M. SIMBECK AND
JEFFREY L. SIMBECK, husband and wife,
individually and t/a/d/b/a MAPLE LEAF
RESTAURANT

Defendant

Type of Pleading: 10 DAY NOTICE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055
(814) 867.8051 - Fax
akirk@bccz.com

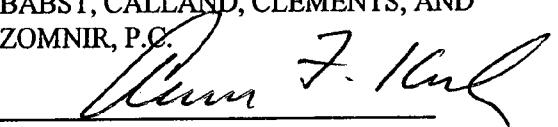
IMPORTANT NOTICE

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 OR CANNOT AFFORD
ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET
LEGAL HELP:

Date: 10.19.06

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765.2641

BABST, CALLAND, CLEMENTS, AND
ZOMNIR, PC.


Alan F. Kirk, Esquire
Attorney for the Plaintiff

Janet M. Simbeck-Certified Mail #7005 0390 0005 0664 2760, RRR and FIRST CLASS U.S. MAIL
Jeffrey L. Simbeck-Certified Mail #7005 0390 0005 0664 2777, RRR and FIRST CLASS U.S. MAIL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Janet M. Simbeck
West Long Avenue
Durham, NH 15801

2. Article Number
(Transfer from service label)

7005 0390 0005 0664 2760

PS Form 3811, August 2001

Domestic Return Receipt

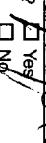
102595-01-M-2509

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent AddresseeD. Is delivery address different from item 1? Yes
 No

If YES, enter delivery address below:

 Yes No Agent Addressee Yes No Yes No Agent Addressee Yes No Agent Addressee

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

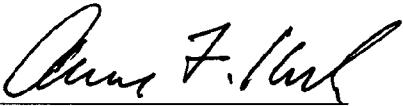
CLEARFIELD BANK AND TRUST : No. 06-1444-CD
COMPANY, :
Plaintiff :
: :
v. : Filed on Behalf of: Plaintiff
JANET M. SIMBECK AND :
JEFFREY L. SIMBECK, husband and wife, :
individually and t/a/d/b/a MAPLE LEAF :
RESTAURANT : :
Defendants : Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC.
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 328 Innovation Boulevard, Suite 200
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No. 06-1444-CD in the principal amount
of \$65,460.71 together with interest and costs of suit.

By:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Dated: *November 28, 2006*



Alan F. Kirk, Esquire
Attorney for the Plaintiff
328 Innovation Boulevard, Suite 200
State College, PA 16803

FILED

DEC 07 2006

William A. Shaw
Prothonotary/Clerk of Courts



BABST | CALLAND | CLEMENTS | ZOMNIR
A PROFESSIONAL CORPORATION

ALAN F. KIRK
Attorney at Law
T 814.867.8055
F 814.867.8051
a.kirk@bccz.com

November 28, 2006

Clearfield County Courthouse
Office of Prothonotary
230 E. Market Street
Clearfield, PA 16830

**Re: Clearfield Bank and Trust Company v. Janet M. Simbeck and Jeffrey
L. Simbeck t/a/d/b/a Maple Leaf Restaurant
No. 06-1444-CD**

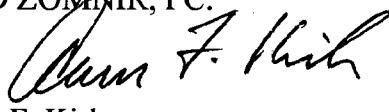
Dear Prothonotary:

Enclosed please find the Praeclipe for Entry of Judgment, Notice to Defendants along with self-addressed stamped envelopes, a check in the amount of \$20.00 for the filing fee, and two copies to be time-stamped and returned to our office in the enclosed envelope.

If you have any questions, please contact me.

Sincerely,

BABST, CALLAND, CLEMENTS,
AND ZOMNIR, PC.


Alan F. Kirk

AFK/mms
Enclosures
cc: Clearfield Bank and Trust Company

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 06-1444-CD
COMPANY, :
Plaintiff :
v. :
JANET M. SIMBECK AND : Filed on Behalf of: Plaintiff
JEFFREY L. SIMBECK, husband and wife, :
individually and t/a/d/b/a MAPLE LEAF :
RESTAURANT :
Defendants :
Counsel of Record for this Party :
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055
(814) 867.8051

TO: Jeffrey L. Simbeck
Individually and t/a/d/b/a Maple Leaf Restaurant
7 W. Long Avenue
DuBois, PA 15801

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$65,460.71 on December 7, 2006.

, Prothonotary

Willitham

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 06-1444-CD
COMPANY, :
Plaintiff :
v. :
JANET M. SIMBECK AND : Filed on Behalf of: Plaintiff
JEFFREY L. SIMBECK, husband and wife, :
individually and t/a/d/b/a MAPLE LEAF :
RESTAURANT :
Defendants :
Counsel of Record for this Party :
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055
(814) 867.8051

TO: Janet M. Simbeck
Individually and t/a/d/b/a Maple Leaf Restaurant
7 W. Long Avenue
DuBois, PA 15801

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$65,460.71 on December 7, 2006.

, Prothonotary

Willitham

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

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2006-01444-CD

Real Debt: \$65,460.71

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Janet M Simbeck
Jeffrey L Simbeck
Maple Leaf Restaurant
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 7, 2006

Expires: December 7, 2011

Certified from the record this December 7, 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

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,
Plaintiff

v.

JANET M. SIMBECK AND
JEFFREY L. SIMBECK, husband and wife,
individually and t/a/d/b/a MAPLE LEAF
RESTAURANT

Defendants

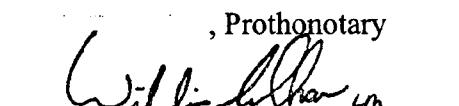
: No. 06-1444-CD

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC.
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 328 Innovation Boulevard, Suite 200
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051

TO: **Janet M. Simbeck**
Individually and t/a/d/b/a Maple Leaf Restaurant
7 W. Long Avenue
DuBois, PA 15801

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$65,460.71 on December 7, 2006.


, Prothonotary

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 06-1444-CD
COMPANY, :
Plaintiff :
v. : Filed on Behalf of: Plaintiff
JANET M. SIMBECK AND :
JEFFREY L. SIMBECK, husband and wife, :
individually and t/a/d/b/a MAPLE LEAF :
RESTAURANT :
Defendants : Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC.
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 328 Innovation Boulevard, Suite 200
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051

TO: **Jeffrey L. Simbeck**
Individually and t/a/d/b/a Maple Leaf Restaurant
7 W. Long Avenue
DuBois, PA 15801

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$65,460.71 on December 7, 2006.

Willie L. Shaver, Prothonotary

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

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2006-01444-CD

Real Debt: \$65,460.71

Atty's Comm: \$

Vs.

Costs: \$

Janet M Simbeck
Jeffrey L Simbeck
Maple Leaf Restaurant
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 7, 2006

Expires: December 7, 2011

Certified from the record this December 7, 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

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

FILED *acc & 6 w/its*
m 12/30/07 w/prop descr.
JAN 04 2007
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd 20.00

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

JANET M. SIMBECK AND JEFFREY L.
SIMBECK, husband and wife, individually
and t/a/d/b/a MAPLE LEAF RESTAURANT
Defendants

No. 06-01444-CD

Type of Pleading: PRAECIPE FOR WRIT
OF EXECUTION

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC
Alan F. Kirk, Esquire
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$65,460.71**

Plus continuing interest on the principal balance from December 7, 2006,
plus costs and attorneys fees.

A description of the property to be levied upon and sold is attached hereto
in duplicate, marked Exhibit "A" and made a part hereof.

This Praecept is based on a Default Judgment. The Prothonotary is
authorized to issue the Praecept because notice has been served pursuant to
Rule 2958.1 as evidenced by a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and
marked Exhibit "B".

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Alan F. Kirk
Alan F. Kirk, Esquire
Attorney for Plaintiff

Dated: 1-3-07

Exhibit "A"

ALL those certain pieces or parcels of real estate bounded and described as follows:

PARCEL NO. 1:

ALL that certain lot or piece of land formerly known as the Bank Building lot, situate in the City of DuBois, fronting on Long Avenue, bounded and described as follows:

BEGINNING at the Northwest corner of the Lot herein conveyed, formerly a bank building, now occupied by the Grantees herein on Long Avenue; thence along Long Avenue South 37° 53' East to a post at land formerly of Long and Seeley and now the DuBois Deposit National Bank Building; thence along the said bank building lot South 53° 25' West seventy-one (71) feet and eleven (11) inches from the inside line of the sidewalk on West Long Avenue; thence North 37° 53' West nineteen (19) feet to a post at Fred Brown property, formerly H. Loeb; thence North 50° 93' East seventy-one and nine-tenths (71.9) feet to West Long Avenue and the place of beginning.

UNDER AND SUBJECT to that certain settlement agreement in connection with the stairway, hallway and water closets as agreed per an ejectment action in the Court of common Pleas of Clearfield County, Pennsylvania, at No. 237 February Term 1899, and as indicated on the Grantors' deed.

BEING the same premises which were conveyed to the Grantors by deed of Elton A. Potter, et ux, dated October 24, 1986, and recorded in Clearfield County Deed Book 525, Page 484.

PARCEL NO. 2:

ALL that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Parcel NO. 1, said point being the face of a Low Frame Wall on the Western Line of the DuBois Deposit National Bank property and the Southeast corner of herein described parcel; thence along said Low Frame Wall North 39° 33' West a distance of 19.04 feet to a point on the Eastern line of Brown's Boot Shops property of which this is a part; thence along lands of said Brown's Boot Shops North 52° 15' East a distance of 16.71 feet to the corner of the Flue at the Southeast corner of the Brown's Boot Shops Building; thence along said Flue the following courses and distances, South 37° 45' East 3.35 feet; North 52° 15' East 3.40 feet; North 37° 45' West 2.35 feet to the face of said Brown Boot Shops Building; thence along said building North 54° 37' East, a distance of 12.25 feet to the corner of building of Mark and Ruth Ann Vrahas; thence along said Vrahas Building South 37° 53' East a distance of 18.75 feet to a point in the Western line of land of the DuBois Deposit National Bank; thence along said Bank Land South 53° 26' West a distance of 32.28 feet to the face of a Low Frame Wall, the place of beginning.

PARCEL NO. 8:

The full, free, uninterrupted and exclusive easement (except as herein reserved) over and upon all of that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a one-fourth (1/4) inch steel punch on the Northern line of Spruce Alley, said point being the Southwest corner of the DuBois Deposit National Bank property and the Southeast corner of the Brown's Boot Shops property of which this is a part; thence along the Northern line of Spruce Alley North 37° 45' West a distance of 18.23 feet to a 1/4" Steel Punch; thence by lands of Brown's Boot Shops North 52° 15' East a distance of 38.83 feet to the face of a Low Frame Wall; thence along said Low Frame Wall South 39° 33' East a distance of 19.04 feet to a point in the line of land of DuBois Deposit National Bank; thence along said Bank Land South 53° 28' West a distance of 39.46 feet to a 1/4" steel punch, the place of beginning.

Under and subject to those easements and agreements pertaining to the fire escape, flue, and other matters as contained in the deed to the Grantors.

Parcels No. 2 and 3 above are the same premises conveyed to the Grantors by deed of Brown's Boot Shops dated August 31, 1967, and recorded in Clearfield County Deed Book 532, Page 444.

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., set forth as of the date of the Praecept for Writ of Execution was filed, the following information concerning the real property located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

**Ms. Janet M. Simbeck
Mr. Jeffrey L. Simbeck
individually and t/a/d/b/a Maple Leaf Restaurant
7 W. Long Avenue
DuBois, PA 16801**

2. The name and address of the Defendant in judgment are as follows:

**Ms. Janet M. Simbeck
Mr. Jeffrey L. Simbeck
individually and t/a/d/b/a Maple Leaf Restaurant
7 W. Long Avenue
DuBois, PA 16801**

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

**Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830**

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

**Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830**

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

None

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 Tax Claim Bureau
Clearfield, PA 16830**

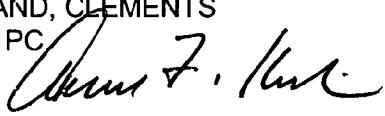
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

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.

BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC

Date: 1-5-07



Alan F. Kirk
Alan F. Kirk, Esquire
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 06-01444-CD
COMPANY, :
Plaintiff :
: :
V. :
JANET M. SIMBECK AND JEFFREY L. SIMBECK, :
husband and wife, individually :
and t/a/d/b/a MAPLE LEAF RESTAURANT : Filed on Behalf of: Plaintiff
Defendants :
: Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC.
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 328 Innovation Boulevard, Suite 200
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051-Fax
: Email: akirk@bccz.com

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the _____ on _____, on _____, 2007 at _____ a.m., prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 06-01444-CD

Plaintiff

vs.

JANET M. SIMBECK AND JEFFREY L.
SIMBECK, husband and wife, individually
and t/a/d/b/a MAPLE LEAF RESTAURANT

Defendants

Type of Pleading: WRIT OF
EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for this Party :
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055/Fax: (814) 867.8051

WRIT OF EXECUTION
NOTICE

TO: Mr. Jeffrey L. Simbeck
Ms. Janet M. Simbeck
individually and t/a/d/b/a Maple Leaf Restaurant
7 West Long Avenue
DuBois, PA 15801

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

CLEARFIELD BANK AND TRUST
COMPANY,
Plaintiff

No. 06-01444-CD

JANET M. SIMBECK AND JEFFREY L.
SIMBECK, husband and wife, individually
and t/a/d/b/a MAPLE LEAF RESTAURANT
Defendants

Claim for Exemption

To the Sheriff of Clearfield County:

I, the above named Defendants, **JANET M. SIMBECK AND JEFFREY L. SIMBECK**, husband and wife, individually and t/a/d/b/a MAPLE LEAF RESTAURANT claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be
(i) Set aside in kind (specify property to be set aside in kind): _____;
(ii) Paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption): _____;

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300 statutory exemption: _____ in cash: _____ in kind (specify property): _____
(b) Social Security benefits on deposit in the amount of \$ _____;
(c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at _____

(address)

(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct. 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.

Date: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF
THE SHERIFF OF CLEARFIELD COUNTY:
CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

FILED

JAN 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

Clearfield Bank & Trust Company

Vs.

NO.: 2006-01444-CD

CC. J

Janet M. Simbeck and Jeffrey L. Simbeck,
husband and wife, individually and t/a/d/b/a Maple Leaf Restaurant

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from JANET M. SIMBECK and JEFFREY L. SIMBECK, husband and wife, individually and t/a/d/b/a MAPLE LEAF RESTAURANT, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (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: \$65,460.71
INTEREST on the principal balance from
December 7, 2006
ATTY'S COMM: \$
DATE: 01/04/2007

PROTHONOTARY'S COSTS PAID: \$125.00
SHERIFF: \$

OTHER COSTS: \$

William A. Shaw

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Alan F. Kirk, Esq.
328 Innovation Blvd., Ste. 200
State College, PA 16803
(814) 867-8055

Exhibit "A"

ALL those certain pieces or parcels of real estate bounded and described as follows:

PARCEL NO. 1:

ALL that certain lot or piece of land formerly known as the Bank Building lot, situate in the City of DuBois, fronting on Long Avenue, bounded and described as follows:

BEGINNING at the Northwest corner of the Lot herein conveyed, formerly a bank building, now occupied by the Grantees herein on Long Avenue; thence along Long Avenue South 37° 53' East to a post at land formerly of Long and Seeley and now the DuBois Deposit National Bank Building; thence along the said bank building lot South 53° 25' West seventy-one (71) feet and eleven (11) inches from the inside line of the sidewalk on West Long Avenue; thence North 37° 53' West nineteen (19) feet to a post at Fred Brown property, formerly H. Locb; thence North 50° 33' East seventy-one and nine-tenths (71.9) feet to West Long Avenue and the place of beginning.

UNDER AND SUBJECT to that certain settlement agreement in connection with the stairway, hallway and water closets as agreed per an ejectment action in the Court of common Pleas of Clearfield County, Pennsylvania, at No. 237 February Term 1899, and as indicated on the Grantors' deed.

BEING the same premises which were conveyed to the Grantors by deed of Elton A. Potter, et ux, dated October 24, 1986, and recorded in Clearfield County Deed Book 525, Page 484.

PARCEL NO. 2:

ALL that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Parcel NO. 1, said point being the face of a Low Frame Wall on the Western Line of the DuBois Deposit National Bank property and the Southeast corner of herein described parcel; thence along said Low Frame Wall North 39° 33' West a distance of 19.04 feet to a point on the Eastern line of Brown's Boot Shops property of which this is a part; thence along lands of said Brown's Boot Shops North 52° 15' East a distance of 16.71 feet to the corner of the Flue at the Southeast corner of the Brown's Boot Shops Building; thence along said Flue the following courses and distances, South 37° 45' East 3.35 feet; North 52° 15' East 3.40 feet; North 37° 45' West 2.35 feet to the face of said Brown Boot Shops Building; thence along said building North 54° 37' East, a distance of 12.25 feet to the corner of building of Mark and Ruth Arin Vrahlas; thence along said Vrahlas Building South 37° 53' East a distance of 18.75 feet to a point in the Western line of land of the DuBois Deposit National Bank; thence along said Bank Land South 53° 26' West a distance of 32.28 feet to the face of a Low Frame Wall, the place of beginning.

PARCEL NO. 8:

The full, free, uninterrupted and exclusive easement (except as herein reserved) over and upon all of that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a one-fourth (1/4) inch steel punch on the Northern line of Spruce Alley, said point being the Southwest corner of the DuBois Deposit National Bank property and the Southeast corner of the Brown's Boot Shop property of which this is a part; thence along the Northern line of Spruce Alley North 37° 45' West a distance of 18.29 feet to a 1/4" Steel Punch; thence by lands of Brown's Boot Shop North 52° 15' East a distance of 38.83 feet to the face of a Low Frame Wall; thence along said Low Frame Wall South 39° 33' East a distance of 19.04 feet to a point in the line of land of DuBois Deposit National Bank; thence along said Bank Land South 53° 28' West a distance of 39.46 feet to a 1/4" steel punch, the place of beginning.

Under and subject to those easements and agreements pertaining to the fire escape, flue, and other matters as contained in the deed to the Grantors.

Parcels No. 2 and 3 above are the same premises conveyed to the Grantors by deed of Brown's Boot Shops dated August 31, 1967, and recorded in Clearfield County Deed Book 532, Page 444.

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

JANET M. SIMBECK AND JEFFREY L.
SIMBECK, husband and wife, individually
and t/a/d/b/a MAPLE LEAF RESTAURANT

Defendants

No. 06-01444-CD

FILED
MAG-18 NO
JAN 18 2007
William A. Shaw
Prothonotary/Clerk of Courts
(6P)

Type of Pleading: AFFIDAVIT OF
SERVICE

Filed on Behalf of: Plaintiff

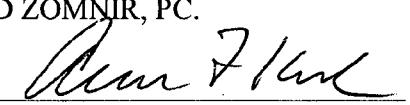
Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055/Fax: (814) 867.8051

AFFIDAVIT OF SERVICE

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that
on the 16th day of **January, 2007**, a true and correct copy of the Notice of Sheriff's Sale of Real
Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129
which is attached hereto as Exhibit "A".

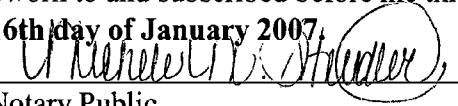
Copies of the letter and certificates of mailing are also attached hereto, made a part hereof
and marked as Exhibit "B".

BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.

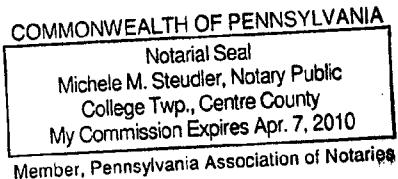


Alan F. Kirk, Esquire

Sworn to and subscribed before me this
16th day of January 2007



Notary Public



CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 06-01444-CD
COMPANY, :
Plaintiff :
V. :
JANET M. SIMBECK AND JEFFREY L. SIMBECK, :
husband and wife, individually :
and t/a/d/b/a MAPLE LEAF RESTAURANT : Filed on Behalf of: Plaintiff
Defendants :
Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055
(814) 867.8051-Fax
Email: akirk@bccz.com

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the ~~CLEARFIELD COURTHOUSE, 1 N. 2nd ST., SUITE 116, CLE~~ on FRIDAY

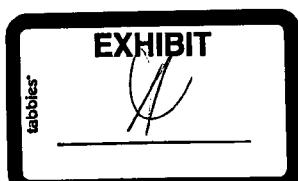
MARCH 2, 2007 at 10:00 a.m., prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.



CHESTER A. HAWKINS, SHERIFF

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

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

OFFICIAL USE

Postage	\$ 1.39
Certified Fee	\$ 1.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

Postmark
Here

7005 Sent To *Mr. Jeffrey L. Simbeck Leaf Restaurant*
Street, Apt. No.,
or PO Box No. *7 W Long Avenue*
City, State, ZIP+4 *Albion, NY 14801*

PS Form 3800, June 2002

See Reverse for Instructions

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$ 1.39
Certified Fee	\$ 1.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

Postmark
Here

7005 Sent To *Mr. Janet N. Simbeck Leaf Restaurant*
Street, Apt. No.,
or PO Box No. *7 W Long Avenue*
City, State, ZIP+4 *Albion, NY 14801*

PS Form 3800, June 2002

See Reverse for Instructions

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

*PSU
368 Innovation Blvd Ste 400
State College, PA 16803*

Affix fee here in stamps
or meter postage and
postmark. Inquire of
Postmaster for current
fee.



One piece of ordinary mail addressed to:

*Mr. Janet N. Simbeck Leaf Restaurant
7 W. Long Avenue
Albion, NY 14801*

PS Form 3817, January 2001

EXHIBIT

B

tabbed

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
<p>Received From:</p> <p><u>311 E</u> <u>318 Innovation Blvd. Ste. 100</u> <u>State College, PA 16803</u></p> <p>One piece of ordinary mail addressed to:</p> <p><u>Mr. Jeffrey L. Simbeck</u> ^{Individual} <u>711 Long Avenue</u> <u>Duluth, PA 15801</u></p>	

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.



PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
<p>Received From:</p> <p><u>311 E</u> <u>318 Innovation Blvd. Ste. 100</u> <u>State College, PA 16803</u></p> <p>One piece of ordinary mail addressed to:</p> <p><u>Clearfield County Tax Clause Bureau</u> <u>Clearfield County (Mount Union)</u> <u>830 E. Market Street</u> <u>Clearfield, PA 16830</u></p>	

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.



PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
<p>Received From:</p> <p><u>311 E</u> <u>318 Innovation Blvd. Ste. 100</u> <u>State College, PA 16803</u></p> <p>One piece of ordinary mail addressed to:</p> <p><u>Clearfield Bank and Trust Company</u> <u>11 North Second Street, P.O. Box 171</u> <u>Clearfield, PA 16830</u></p>	

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.



PS Form 3817, January 2001

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., set forth as of the date of the Praecept for Writ of Execution was filed, the following information concerning the real property located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

**Ms. Janet M. Simbeck
Mr. Jeffrey L. Simbeck
individually and t/a/d/b/a Maple Leaf Restaurant
7 W. Long Avenue
DuBois, PA 15801**

2. The name and address of the Defendant in judgment are as follows:

**Ms. Janet M. Simbeck
Mr. Jeffrey L. Simbeck
individually and t/a/d/b/a Maple Leaf Restaurant
7 W. Long Avenue
DuBois, PA 15801**

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

**Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830**

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

**Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830**

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

None

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 Tax Claim Bureau
Clearfield, PA 16830**

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:

None

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.

BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.

Date: 1-16-07

Alan F. Kirk

Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

JANET M. SIMBECK AND JEFFREY L.
SIMBECK, husband and wife, individually
and t/a/d/b/a MAPLE LEAF RESTAURANT

Defendants

No. 06-01444-CD

Type of Pleading: AFFIDAVIT OF
SERVICE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055/Fax: (814) 867.8051

AFFIDAVIT PURSUANT TO RULE 3129

I, ALAN F. KIRK, ESQUIRE, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located in *the City of DuBois, Clearfield County, Pennsylvania*, a copy of the description of said property is attached hereto and marked Exhibit "A".

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.

Date: 1-16-07

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

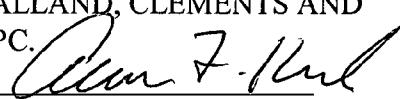

Alan F. Kirk, Esquire
Attorney for Plaintiff

Exhibit "A"

ALL those certain pieces or parcels of real estate bounded and described as follows:

PARCEL NO. 1:

ALL that certain lot or piece of land formerly known as the Bank Building lot, situate in the City of DuBois, fronting on Long Avenue, bounded and described as follows:

BEGINNING at the Northwest corner of the Lot herein conveyed, formerly a bank building, now occupied by the Grantees herein on Long Avenue; thence along Long Avenue South 37° 53' East to a post at land formerly of Long and Sooley and now the DuBois Deposit National Bank Building; thence along the said bank building lot South 53° 25' West seventy-one (71) feet and eleven (11) inches from the inside line of the sidewalk on West Long Avenue; thence North 37° 53' West nineteen (19) feet to a post at Fred Brown property, formerly H. Loeb; thence North 50° 88' East seventy-one and nine-tenths (71.9) feet to West Long Avenue and the place of beginning.

UNDER AND SUBJECT to that certain settlement agreement in connection with the stairway, hallway and water closets as agreed per an ejectment action in the Court of common Pleas of Clearfield County, Pennsylvania, at No. 237 February Term 1899, and as indicated on the Grantors' deed.

BEING the same premises which were conveyed to the Grantors by deed of Elton A. Potter, et ux, dated October 24, 1966, and recorded in Clearfield County Deed Book 525, Page 484.

PARCEL NO. 2:

ALL that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Parcel NO. 1, said point being the face of a Low Frame Wall on the Western Line of the DuBois Deposit National Bank property and the Southeast corner of herein described parcel; thence along said Low Frame Wall North 39° 33' West a distance of 19.04 feet to a point on the Eastern line of Brown's Boot Shops property of which this is a part; thence along lands of said Brown's Boot Shops North 52° 15' East a distance of 16.71 feet to the corner of the Flue at the Southeast corner of the Brown's Boot Shops Building; thence along said Flue the following courses and distances, South 37° 45' East 3.35 feet; North 52° 15' East 3.40 feet; North 37° 45' West 2.35 feet to the face of said Brown Boot Shops Building; thence along said building North 54° 37' East, a distance of 12.25 feet to the corner of building of Mark and Ruth Ann Vrahlas; thence along said Vrahlas Building South 37° 53' East a distance of 18.75 feet to a point in the Western line of land of the DuBois Deposit National Bank; thence along said Bank Land South 53° 26' West a distance of 32.28 feet to the face of a Low Frame Wall, the place of beginning.

PARCEL NO. 3:

The full, free, uninterrupted and exclusive easement (except as herein reserved) over and upon all of that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a one-fourth (1/4) inch steel punch on the Northern line of Spruce Alley, said point being the Southwest corner of the DuBois Deposit National Bank property and the Southeast corner of the Brown's Boot Shops property of which this is a part; thence along the Northern line of Spruce Alley North 37° 45' West a distance of 18.23 feet to a 1/4" Steel Punch; thence by lands of Brown's Boot Shops North 52° 15' East a distance of 38.83 feet to the face of a Low Frame Wall; thence along said Low Frame Wall South 39° 33' East a distance of 19.04 feet to a point in the line of land of DuBois Deposit National Bank;

thence along said Bank Land South 53° 26' West a distance of 39.46 feet to a 1/4" steel punch, the place of beginning.

Under and subject to those easements and agreements pertaining to the fire escape, flue, and other matters as contained in the deed to the Grantors.

Parcels No. 2 and 3 above are the same premises conveyed to the Grantors by deed of Brown's Boot Shops dated August 31, 1967, and recorded in Clearfield County Deed Book 532, Page 444.

SEIZED, taken in execution to be sold as the property of JANET M. SIMBECK AND JEFFREY L. SIMBECK, HUSBAND AND WIFE, INDIVIDUALLY AND T/A/D/B/A MAPLE LEAF RESTAURANT, at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 06-1444-CD

FILED

JAN 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
(Civil Division)

CLEARFIELD BANK AND TRUST :
COMPANY, :
Plaintiff :
: No. 06-01444-C.D.
vs. :
: :
JANET M. SIMBECK AND :
JEFFREY L. SIMBECK, husband :
and wife, individually and t/d/b/a :
MAPLE LEAF RESTAURANT, :
Defendants : Type of Pleading:
: **PRAECIPE FOR ENTRY OF**
: **APPEARANCE**
: : Filed on behalf of:
: DEFENDANTS
: :
: : Counsel of Record for This
: Party:
: :
: S. Casey Bowers, Esq.
: Supreme Court No. 89032
: Hanak, Guido and Taladay
: P. O. Box 487
: DuBois, PA 15801
: :
: 814-371-7768

FILED
m 11:08am 6K 1cc to
FEB 15 2007 Atty

William A. Shaw
Prothonotary/Clerk of Courts
copy to CJA

(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
(Civil Division)

CLEARFIELD BANK AND TRUST :
COMPANY, :
Plaintiff :
vs. : No. 06-01444-C.D.
JANET M. SIMBECK AND :
JEFFREY L. SIMBECK, husband :
and wife, individually and t/d/b/a :
MAPLE LEAF RESTAURANT, :
Defendants :
:

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Defendants in the
above captioned matter.



S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
P. O. Box 487
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
(Civil Division)

CLEARFIELD BANK AND TRUST :
COMPANY, :
Plaintiff :
vs. : No. 06-01444-C.D.
JANET M. SIMBECK AND :
JEFFREY L. SIMBECK, husband :
and wife, individually and t/d/b/a :
MAPLE LEAF RESTAURANT , :
Defendants :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby verify that on this 12th day of February, 2007, a true and correct copy of the foregoing Praeclipe to Enter Appearance on behalf of Defendants, was forwarded via U.S. first class mail to all counsel of record, addressed as follows:

Alan F. Kirk, Esquire
Babst, Calland, Clements and Zomnir, PC.
328 Innovation Boulevard, Suite 200
State College, PA 16803

Respectfully submitted,
Hanak, Guido & Taladay



S. Casey Bowers, Esquire
Supreme Court I.D. No. 89032

FILED

FEB 15 2007

*William A. Shaw
Prothonotary/Clerk of Courts*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20495
NO: 06-1444-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: JANET M. SIMBECK AND JEFFREY L. SIMBECK, HUSBAND AND WIFE, INDIVIDUALLY AND T/A/D/B/A
MAPLE LEAF RESTAURANT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/04/2007

LEVY TAKEN 01/30/2007 @ 10:48 AM

POSTED 01/20/2007 @ 10:48 AM

SALE HELD 04/13/2007

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/10/2007

DATE DEED FILED 05/10/2007

PROPERTY ADDRESS 7 W. LONG AVENUE DUBOIS , PA 15801

FILED
07/9/2007
MAY 10 2007
S
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

01/30/2007 @ 10:48 AM SERVED JANET M. SIMBECK INDIVID AND T/A/D/B/A MAPLE LEAF

SERVED, JANET M. SIMBECK. INDIVID AND T/A/D/B/A MAPLE LEAF RESTAURANT, DEFENDANT, AT HER PLACE OF EMPLOYMENT 7 W. LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JANET SIMBECK

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.

01/30/2007 @ 10:48 AM SERVED JEFFREY L. SIMBECK INDIVID. AND T/A/D/B/A MAPLE L

SERVED JEFFREY L. SIMBECK INDIVID. AND T/A/D/B/A MAPLE LEAF RESTAURANT, DEFENDANT, AT HIS PLACE OF EMPLOYMENT 7 W. LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JANET SIMBECK WIFE OF DEFENDANT AND CO-DEFENDANT.

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

@ SERVED

NOW, FEBRUARY 9, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MARCH 2, 2007 TO APRIL 13, 2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20495
NO: 06-1444-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: JANET M. SIMBECK AND JEFFREY L. SIMBECK, HUSBAND AND WIFE, INDIVIDUALLY AND T/A/D/B/A
MAPLE LEAF RESTAURANT

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$258.71

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

Chester Hawkins
by Cynthia Ritter - affidat
Chester A. Hawkins
Sheriff

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

Clearfield Bank & Trust Company

Vs.

NO.: 2006-01444-CD

Janet M. Simbeck and Jeffrey L. Simbeck,
husband and wife, individually and t/a/d/b/a Maple Leaf Restaurant

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from JANET M. SIMBECK and JEFFREY L. SIMBECK, husband and wife, individually and t/a/d/b/a MAPLE LEAF RESTAURANT, Defendant(s):

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

Garnishee(s) as follows:

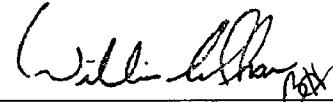
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (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: \$65,460.71
INTEREST on the principal balance from
December 7, 2006
ATTY'S COMM: \$
DATE: 01/04/2007

PROTHONOTARY'S COSTS PAID: \$125.00
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 4th day
of January A.D. 2007
At 3:00 A.M./P.M.

Christopher A. Hause
Sheriff by Cynthia Butler, Asst. Sheriff

Requesting Party: Alan F. Kirk, Esq.
328 Innovation Blvd., Ste. 200
State College, PA 16803
(814) 867-8055

Exhibit "A"

ALL those certain pieces or parcels of real estate bounded and described as follows:

PARCEL NO. 1:

ALL that certain lot or piece of land formerly known as the Bank Building lot, situate in the City of DuBois, fronting on Long Avenue, bounded and described as follows:

BEGINNING at the Northwest corner of the Lot herein conveyed, formerly a bank building, now occupied by the Grantees herein on Long Avenue; thence along Long Avenue South 37° 53' East to a post at land formerly of Long and Seeley and now the DuBois Deposit National Bank Building; thence along the said bank building lot South 53° 25' West seventy-one (71) feet and eleven (11) inches from the inside line of the sidewalk on West Long Avenue; thence North 37° 53' West nineteen (19) feet to a post at Fred Brown property, formerly H. Loeb; thence North 50° 39' East seventy-one and nine-tenths (71.9) feet to West Long Avenue and the place of beginning.

UNDER AND SUBJECT to that certain settlement agreement in connection with the stairway, hallway and water closets as agreed per an ejectment action in the Court of common Pleas of Clearfield County, Pennsylvania, at No. 237 February Term 1899, and as indicated on the Grantors' deed.

BEING the same premises which were conveyed to the Grantors by deed of Elton A. Potter, et ux, dated October 24, 1966, and recorded in Clearfield County Deed Book 525, Page 484.

PARCEL NO. 2:

ALL that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Parcel NO. 1, said point being the face of a Low Frame Wall on the Western Line of the DuBois Deposit National Bank property and the Southeast corner of herein described parcel; thence along said Low Frame Wall North 39° 33' West a distance of 19.04 feet to a point on the Eastern line of Brown's Boot Shops property of which this is a part; thence along lands of said Brown's Boot Shops North 52° 15' East a distance of 16.71 feet to the corner of the Flue at the Southeast corner of the Brown's Boot Shops Building; thence along said Flue the following courses and distances, South 37° 45' East 3.35 feet; North 52° 15' East 3.40 feet; North 37° 45' West 2.35 feet to the face of said Brown Boot Shops Building; thence along said building North 54° 37' East, a distance of 12.25 feet to the corner of building of Mark and Ruth Ann Vrahlas; thence along said Vrahlas Building South 37° 53' East a distance of 18.75 feet to a point in the Western line of land of the DuBois Deposit National Bank; thence along said Bank Land South 53° 26' West a distance of 32.28 feet to the face of a Low Frame Wall, the place of beginning.

PARCEL NO. 3:

The full, free, uninterrupted and exclusive easement (except as herein reserved) over and upon all of that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a one-fourth (1/4) inch steel punch on the Northern line of Spruce Alley, said point being the Southwest corner of the DuBois Deposit National Bank property and the Southeast corner of the Brown's Boot Shops property of which this is a part; thence along the Northern line of Spruce Alley North 37° 45' West a distance of 18.29 feet to a 1/4" Steel Punch; thence by lands of Brown's Boot Shops North 52° 15' East a distance of 38.83 feet to the face of a Low Frame Wall; thence along said Low Frame Wall South 39° 33' East a distance of 19.04 feet to a point in the line of land of DuBois Deposit National Bank; thence along said Bank Land South 53° 28' West a distance of 39.46 feet to a 1/4" steel punch, the place of beginning.

Under and subject to those easements and agreements pertaining to the fire escape, flue, and other matters as contained in the deed to the Grantors.

Parcels No. 2 and 3 above are the same premises conveyed to the Grantors by deed of Brown's Boot Shops dated August 31, 1967, and recorded in Clearfield County Deed Book 532, Page 444.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JANET M. SIMBECK INDIVID AND T/A/D/B/A MAPLE LEAF

NO. 06-1444-CD

NOW, May 08, 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 April 13, 2007, I exposed the within described real estate of Janet M. Simbeck And Jeffrey L. Simbeck, Husband And Wife, Individually And T/A/D/B/A Maple Leaf Restaurant to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY 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	5.85
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$258.71

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$31.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	65,460.71
INTEREST @ %	0.00
FROM TO 04/13/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$65,500.71
COSTS:	
ADVERTISING	1,726.05
TAXES - COLLECTOR	640.39
TAXES - TAX CLAIM	4,987.55
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	258.71
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$8,129.70

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



BABST | CALLAND | CLEMENTS | ZOMNIR
A PROFESSIONAL CORPORATION

ALAN F. KIRK
Attorney at Law
T 814.867.8055
F 814.867.8051
akirk@bccz.com

February 9, 2007

VIA FAX #765.5915

Chester A. Hawkins, Sheriff
230 E. Market Street
Clearfield County Courthouse
Clearfield, PA 16830

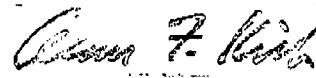
Re: Clearfield Bank and Trust Company v. Janet M. Simbeck and Jeffrey L. Simbeck, husband and wife, individually and t/a/d/b/a Maple Leaf Restaurant
Docket No. 06-01444-CD

Dear Sheriff Hawkins:

Would you kindly continue the Sheriff Sale in the above-captioned matter scheduled for March 2, 2007 until April 13, 2007.

Sincerely,

BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.


Alan F. Kirk, Esquire

AFK/mms
xc: S. Casey Bowers, Esquire
Clearfield Bank and Trust Company

FILED

MAY 10 2007

William A. Shaw
Prothonotary/Clerk of Courts