

08-538-CD

CNB Bank vs Cheri Llewellyn al

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

CNB BANK,

Plaintiff

vs.

CHERI L. LLEWELLYN n/k/a

CHERI L. BEER,

First Defendant,

And

CHERI L. BEER, AS EXECUTRIX

OF THE ESTATE OF

MICHAEL P. LLEWELLYN, *Deceased*

Second Defendant,

No. 2008-538 -CD

Type of Case:

FORECLOSURE

Type of Pleading:

COMPLAINT

Filed on Behalf of:

PLAINTIFF

Attorney for this party:

Peter F. Smith, Esquire

Supreme Court ID #34291

30 South Second Street

P.O. Box 130

Clearfield, PA 16830

(814) 765-5595

FILED

0/11:08 cm 2cc Shff

MAR 25 2008

William A. Shaw

Prothonotary/Clerk of Courts

CNB BANK,	:	No. 2008-	-CD
Plaintiff	:		
	:		
	:		
	:		
vs.	:		
	:		
CHERI L. LLEWELLYN n/k/a	:		
CHERI L. BEER,	:		
<i>First Defendant,</i>	:		
And	:		
CHERI L. BEER, AS EXECUTRIX	:		
OF THE ESTATE OF	:		
MICHAEL P. LLEWELLYN, <i>Deceased</i>	:		
<i>Second Defendant</i>	:		

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 other rights important to you.

Clearfield County Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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CNB BANK,	:	No. 2008-	-CD
Plaintiff	:		
	:		
vs.	:		
	:		
CHERI L. LLEWELLYN n/k/a	:		
CHERI L. BEER,	:		
<i>First Defendant,</i>	:		
And	:		
CHERI L. BEER, AS EXECUTRIX	:		
OF THE ESTATE OF	:		
MICHAEL P. LLEWELLYN, <i>Deceased</i>	:		
<i>Second Defendant,</i>	:		

COMPLAINT TO FORECLOSE MORTGAGE

COMES NOW, CNB Bank, by its attorney, Mark A. Falvo, who pursuant to Pa.R.C.P. 1147 pleads:

1. The Plaintiff is CNB BANK, formerly known as County National Bank, a state banking institution organized under the laws of Pennsylvania, with its principal business office of One South Second Street, P.O. Box 42 Clearfield, Pennsylvania, 16830. CNB Bank is the successor in interest to County National Bank, the original lender of the loan upon which this action is brought. County National Bank converted to a state bank by Articles of Conversion which have been filed with the Pennsylvania Department of Banking and which became effective at 12:01 a.m. December 30, 2006. A Certificate of Conversion has been filed with the Clearfield County Recorder of Deeds on January 18, 2007 at Clearfield County Instrument Number 200700792 (hereinafter "CNB").

2. The first Defendant is CHERI L. LLEWELLYN n/k/a CHERI L. BEER, whose last known address is 1983 Mt. Run Road, DuBois, (Clearfield County),

Pennsylvania 15801.

3. The name of the second Defendant is **CHERI L. BEER**, who is the Executrix of the Estate of **MICHAEL P. LLEWELLYN**, who died on April 24, 2003. Letters Testamentary were granted to her at Clearfield County Estate No. 1704-0293.

4. The parcel of real estate subject to this action consists of a restaurant/convenience store and is a one-story commercial brick building with full basement 36' x 80' and 24' x 30" and known as Route 255 Penfield, Pennsylvania 15849 and is identified by Clearfield Tax Map No. 119-G2-70 and 119-G2-459-45 situate in Huston Township, Clearfield County, Pennsylvania bounded and described as follows:

ALL those certain pieces, parcels or lots of land situate, lying and being in the Township of Huston County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post in line of F.E. Hewitt and L. Z. Cooker, the northeast corner of a lot deeded by F. E. Hewitt and wife, to Hester C. Moore, dated January 26, 1891, and recorded in Deed Book 62, page 95; thence North twenty and one half degrees West two hundred twenty-three (223) perches to a post and stones corner in an old line; thence North seventy degrees East twenty-nine and two tenths (29.2) perches to a post and stones; thence South twenty degrees East two hundred three and seven tenths (203.7) perches by line of Tyler and Williams to the Northeast corner of lot deeded to Mr. Sarah Horning; thence South forty-seven and one half degrees West two hundred eighty-one (281) feet to the northwest corner of lot deeded to A. M. Lowell dated March 18, 1887, and recorded in Deed Book 46, page 137; thence South thirty-nine degrees East three hundred forty (340) feet to a post supposed to be in North line of street; thence south fifty-one degrees West two hundred forty three (243) feet to a post, but also to include all rights of said Cooker out to the center of the street along the last mentioned line; thence North thirty-nine degrees West two hundred (200) feet to the place of beginning.

CONTAINING thirty-nine (39) acres more or less, Being part of Warrant No. 79 in the same of Johnathan D. Stewart in Huston Township, Clearfield County, Pennsylvania, and being part of land deeded by John B. Hewitt to L. Zelinda Cooker.

THE SECOND THEREOF: BEGINNING at the southwest corner of Lot No. 34 in the Plan of the Village of Penfield, Pennsylvania, as recorded in Deed Book 83, page 608; thence South fifty-two degrees in a northerly direction of thirty-two (32) feet, more or less, to the easterly line of a driveway; thence in a northerly direction along the easterly line of said driveway to a point in the southerly line of lands now or formerly of Joseph DeSalve,

et ux.,; thence North fifty-two degrees East along the Southerly line of said lands of Joseph DeSalve, et ux., a distance of twenty-four (24) feet, more or less, to the westerly line of said Lot No. 34; thence South thirty-eight degrees East a distance of sixty-four (640 feet, more or less, to the place of beginning.

UNDER AND SUBJECT to all exceptions, reservations and conditions in prior deeds of conveyance.

BEING known as Route 255, Penfield, Pennsylvania, identified By Clearfield County Tax Map Nos. 119-G2-70 and 119-G2-459-45, consisting of two (2) buildings, 39.6 acres and a part lot.

BEING the same premises to which Michael P. Llewellyn and Cheri L. Llewellyn took title by deed dated April 11, 2001 and recorded at Clearfield County Instrument No. 200105177. The said Michael P. Llewellyn died on April 24, 2003, thereby vesting title in his wife, Cheri L. Llewellyn as surviving tenant.

5. The Defendants secured this debt of \$228,000.00 to CNB by granting it a mortgage dated April 12, 2001 against the commercial property described above at Clearfield County Instrument No. 200105178. True and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendants executed a Note dated April 12, 2001 in favor of CNB Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$228,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

7. Defendants also executed an Amendment dated April 12, 2001 in favor of CNB Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$228,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit C.

8. CNB Bank granted the Defendant and her deceased husband a release

of two parcels subject to this mortgage by Instrument dated July 30, 2007 and recorded at Instrument Number 200713204. The Defendant and her deceased husband took title to the released parcels by their last deed of record April 22, 2003 at Clearfield County Instrument Number 200306580. These lots are also identified by Clearfield County Tax map No. 119-G03-00073.

9. Plaintiff has not assigned this mortgage or note.

10. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.

11. Defendant is entitled to no credits or set-offs.

12. On or about October, 2007, the Defendant has failed to make the full monthly payment of \$1,501.68, and at no time since then have all monthly payments been made which constitutes a default.

13. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$5,833.80 as of February 11, 2008.

14. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.

15. The Mortgage and Note entitle CNB Bank to collect its attorney fees and court costs as part of its damages.

16. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of February 11, 2008, are as follows:

a)	Balance	\$123,887.18
b)	Late Charge	\$ 325.40

c)	Interest Due to 02/11/08	\$ 4,094.67
d)	Interest accruing after 02/11/08 at \$30.1114674 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50

PRELIMINARY TOTAL \$128,337.75

FINAL TOTAL \$ _____

17. The property securing this mortgage is commercial properties. Therefore, the Defendant is not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq.

18. January 7, 2008, Plaintiff sent to Defendant by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at her last known address advising her of her default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit D.

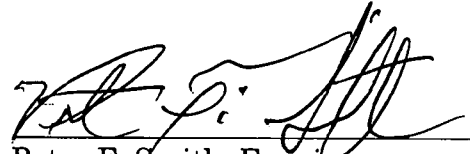
19. A copy of the certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit E.

20. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 16 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 3-20-08

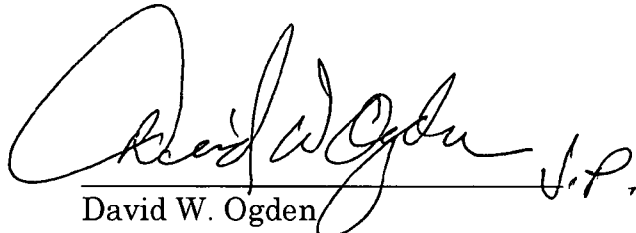


Peter F. Smith, Esquire
Attorney for Plaintiff

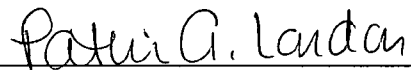
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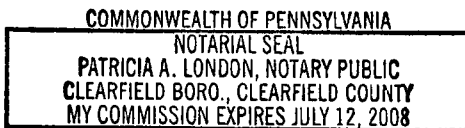
STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CLEARFIELD :

DAVID W. OGDEN, being duly sworn according to law, deposes and says that he is the Vice President for CNB BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


David W. Ogden
Vice President

SWORN TO AND SUBSCRIBED
before me this 27th day of
February, 2008.


Notary Public



MORTGAGE

THIS MORTGAGE, dated

April 12

2001

is between the mortgagor(s), **MICHAEL P. LLEWELLYN and CHERI L. LLEWELLYN**, husband and wife,
of **R.R.#1, Box 54A1, Penfield, Clearfield County, Pennsylvania 15849**,

☒ individuals

(corporation/partnership/proprietorship/individual)

~~DELETED AND VOID FOR THE STATE OF~~

(and whether one or more persons, jointly and severally obligated and called "Owner"), and the mortgagee,

COUNTY NATIONAL BANK, P.O. Box 42, Clearfield, Pennsylvania 16830-0042

(called "Lender").

As used in this Mortgage, **MICHAEL P. LLEWELLYN and CHERI L. LLEWELLYN**,

shall be called "Debtor." If no person is named as Debtor, however, any reference to "Debtor" in this Mortgage shall refer only to Owner.

A. THE PROPERTY: FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, as security for the prompt payment and performance of all Obligations (as defined below in Paragraph B), Owner grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, all of Owner's rights, title and interest in the real property described in Schedule "A" (called the "Property"), which is attached to and made a part of this Mortgage, together with all present and future buildings, improvements, additions and fixtures, and all alleys, passageways, easements, rights (including mineral and water rights), liberties, privileges, hereditaments and appurtenances, and all reversions, remainders, rents, royalties, issues and profits, now or later accruing or pertaining to the Property. The Property is commonly known as - see map numbers below

See also, Legal Description of premises attached hereto and made a part hereof.

with Uniform Parcel Identifier (i.e., Tax Parcel Number): Map. Nos. 119-G2-459-45, 119-G2-70, and 119-G3-73

B. OBLIGATIONS SECURED BY THIS MORTGAGE: As used in this Mortgage, "Obligations" means any and all of the following:

1. the liabilities and obligations of Debtor and/or Owner to Lender arising out of a ☒ note; ☐ surety agreement; ☐ other (describe) _____; dated April 12, 2001

in the amount of TWO HUNDRED TWENTY-EIGHT THOUSAND and 00/100-----Dollars (\$ 228,000.00), (called the "Instrument"), plus interest and costs as provided therein, and/or any modifications or extensions and any other instrument or agreement that may be substituted therefor;

2. all other existing and future liabilities and obligations of Debtor and/or Owner, or any of them, to Lender, whether arising from this or any other transaction, or of the same or different kinds or classes of indebtedness; and

3. full and complete performance by Owner of all warranties and representations, covenants and agreements and other obligations under this Mortgage.

C. WARRANTIES AND REPRESENTATIONS: Until the Obligations are paid and performed in full, Owner warrants and represents as follows:

1. **Purchase Money Mortgage:** ☒ If checked, this is a Purchase Money Mortgage and the proceeds of the Instrument will be utilized by Owner primarily to purchase the Property.

2. **Payments:** All payments on or secured by the Instrument will be made when and where due, including payments due by acceleration of maturity or on demand. All Obligations will be paid promptly and performed in full in accordance with their terms.

3. **Title:** Owner has fee simple title to the Property and the right to mortgage the Property. Owner will defend Owner's title against any person claiming any right in the Property prior to or superior to the lien of this Mortgage.

4. **Hazardous Conditions and Substances:** While Owner has been in possession of the Property, there has been no use, manufacture, storage, treatment, disposal or release of any hazardous substance or waste on, under or about the Property, nor is Owner aware of the existence of any such activities occurring the Property prior to Owner's possession of the Property, which activities have not previously been disclosed in writing to Lender. Neither Owner nor the Property is the subject of pending or threatened litigation or regulatory proceedings regarding any hazardous substances or waste, or other activities conducted on or about the Property, which have not previously been disclosed in writing to Lender. As used in this Mortgage, "hazardous substance or waste" means any substance which does not occur naturally on the Property and which, if released into the environment, could or would pose a real and substantial threat to the public health, safety and welfare.

D. COVENANTS AND AGREEMENTS: Until the Obligations are paid and performed in full, Owner covenants and agrees as follows:

1. **Insurance.** Whether before or after a judgment in mortgage foreclosure is entered, Owner will maintain insurance on the Property of such kinds, in such amounts, with such companies and with such mortgagee or loss-payable clauses as are satisfactory to Lender. At Lender's request, Owner will promptly provide evidence of such policies, including paid receipts, to Lender. Owner shall not engage in nor permit any lessee of all or any part of the Property to engage in any activity on the Property which, if resulting in loss or damage to the Property, would not be covered by such insurance. Owner shall notify Lender of any loss or damage to the Property, submit to such insurers a proof or proofs of loss, and apply the proceeds of any such insurance to the repair of the Property or to reduce the outstanding balance of the Obligations, at Lender's election. Lender is hereby authorized, without notice to Owner, to file such proof or proofs of loss on behalf of Owner, if Owner fails or refuses to do so, and to sign Owner's name to any check, draft or other instrument in payment of insurance proceeds.

2. **Taxes:** Whether before or after a judgment in mortgage foreclosure is entered, Owner will pay all taxes, assessments, ground rents and governmental charges when they come due, and all other charges of any kind which are levied on the Property at any time and which, if unpaid, would result in a lien or other security interest in the Property superior to that of Lender's. Owner will deliver to Lender, on request, all receipts evidencing such payments. Neither Debtor nor Owner will claim a credit under the Instrument or this Mortgage for such payments.

3. **Use, Condition and Repair:** Whether before or after a judgment in mortgage foreclosure is entered, Owner will maintain the Property in good repair, order and condition. Owner will not commit nor permit any strip, waste, nuisance, impairment or deterioration of the Property. Lender's representatives may inspect the Property at any reasonable time or times. Owner will not bring nor permit any lessee of all or part of the Property to bring any hazardous substance or waste onto the Property, for storage, processing, distillation, treatment, manufacturing, disposal, release or any other purpose, unless with Lender's prior specific written approval. Owner will comply with all applicable laws, regulations and ordinances, federal, state and local, relating to the use and possession of the Property.

4. **Escrow:** At Lender's written request, Lender will be paid, with each payment of Principal or Interest on the Instrument, an additional such equal to one-twelfth of the aggregate annual amount which will become due for the payment of all taxes to be levied and assessed on the Property, land, water and sewer rents, and any insurance required to be placed on the Property, as reasonably estimated initially and from time to time by Lender. If the sums held by Lender shall not be sufficient to pay such charges as they fall due, and deficiency shall be paid within 15 days from the date notice is mailed by Lender to Owner. All sums so deposited may be commingled with other funds held by Lender, shall NOT be held in trust for Owner, shall NOT bear interest, and are pledged as additional security for the sums secured by this Mortgage.

5. **Transfers:** Owner will not sell, assign or transfer the Property or any portion thereof, voluntarily or involuntarily, to any other person, nor grant anyone rights in the Property, without Lender's prior written consent. If the Property has been leased in whole or in part, Owner will comply with the provisions of such leases, but Owner will not collect more than one month's rent, exclusive of any security deposit for non-payment of rentals or damage to the Property, in advance.

6. **Judgments:** Owner assigns all judgments or awards for damage to the Property, or otherwise, in their entirety, to Lender, and Lender may apply the same to the Obligations secured by this Mortgage. Lender is authorized by Owner to institute or defend such actions and to appeal from any such judgments. If all or any part of the Property is subject to condemnation by any public authority, any award granted in such proceedings shall be paid to Lender as its interest shall then appear.

7. **Assignments:** Owner will not assign the rents, profits or income from the Property without first obtaining the written consent of Lender.

8. **Suits:** Owner shall not permit any action to enforce any other lien or claim against the Property prior to the lien of this Mortgage to be commenced and not discontinued and withdrawn within 10 days.

9. **Restrictions:** Owner shall comply with all restrictions or governmental regulations affecting the use, title or possession of the Property, and shall not make use of the Property or engage in any activity as a result of which the Property may be forfeited to any person.

E. EVENTS OF DEFAULT. Each of the following shall constitute an "Event of Default" under this Mortgage:

1. Debtor and/or Owner fails to make any payment of the Instrument as and when due or on demand;

2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or

3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

F. REMEDIES. On the occurrence of any Event of Default, Lender may do any or all of the following:

1. At its sole discretion, cure the Event of Default and add the costs of such cure to the Principal sum then due on the Obligations. Lender may charge interest on such payment, from the date of such payment, at a rate equal to the greater of 15% per annum or the rate provided in the Instrument.

BUT ALWAYS PROVIDED, nevertheless, that if this Mortgage and the Obligations it secures are paid and performed in full in the manner provided in the Instrument and in the Obligations, then this Mortgage shall end and become void.

The rights and remedies of Lender provided in this Mortgage, in the Instrument and in the Obligations shall be cumulative and concurrent. They may be pursued singly, successively, or together against Owner and the Property, at the sole discretion of Lender. The failure of Lender to exercise any right or remedy shall not be construed as a waiver or release of that or any other right or remedy. The words "Debtor," "Owner" and "Lender" shall be deemed and construed to include their respective heirs, personal representatives, successors and assigns. If there is more than one Owner, the obligations of each shall be joint and several. This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. The unenforceability or invalidity of any provision of this Mortgage shall not render any other provision unenforceable or invalid.

OWNER HAS DULY EXECUTED THIS MORTGAGE under seal on the date indicated on the front.

Witness: Charles M. Carey

Owner: Michael P. Grevell (SEAL)

Owner: Cher L. Kamelley (SEAL)

XXXX
 (SEAL)

(Assistant) Secretary

~~x(Affix Corporate Seal Here)~~

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF CLEARFIELD : SS

On this, the 12th day of April, 2001, before me, the subscriber, a notary public of the above State, personally appeared MICHAEL P. LLEWELLYN & CHERI L. LLEWELLYN, known or satisfactorily proven to me to be the person(s) whose name(s) is(are) subscribed to the above Mortgage, who acknowledged that he/she/they executed the same as his/her/their voluntary act and deed and desired it to be recorded as such, ~~and do acknowledge to each other themselves to be the Vice Presidents of the Oklahoma General and General Partners and the owner of a Partnership and that being said and understood and intended and they executed the foregoing Mortgage and for the first time of the General and Partners was publicly declaring the name of the General and Partners to himself or herself to be the Vice President of General Partners and a owner of a Partnership and thus the Corporation was applied thereon and desired it to be so recorded.~~
Witness my hand and official seal the day and year aforesaid.

Notarial Seal
Paula M. Cherry, Notary Public
DuBois, Clearfield County
My Commission Expires Sept. 16, 2001

Farida M. Chahal
Notary Public

My commission expires: My Commission Expires Sept. 16, 2007
I hereby certify that the precise address of the within named Mortgagee, COUNTY NATIONAL BANK
is P.O. Box 42, 1 South 2nd Street, Clearfield, PA 16830

Agent *[Signature]* on behalf of Mortgagee

CLERK OF DISTRICT COURT
COUNTY OF SEVIER
STATE OF IDAHO

INSTRUMENT NUMBER
200005175
RECORDED ON
12/12/2002
3:41:56 PM

FORM NO. 10-108 (Rev. 1961)

Discussion

Paula M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
Attorneys at Law
P.O. Box 505
DuBois, PA 15801-0505

Recorder: Please return this Mortgage to

COUNTY NATIONAL BANK
Mortgagee

TC

Mortgagor(s)

MICHAEL P. LLEWELLYN
and
CHERI L. LLEWELLYN

MORTGAGE

LEGAL DESCRIPTION

ALL those certain pieces, parcels or lots of land situate, lying and being in the Township of Huston, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post in line of F.E. Hewitt and L.Z. Cooker, the northeast corner of a lot deeded by F.E. Hewitt and wife, to Hester C. Moore, dated January 26, 1891, and recorded in Deed Book 62, Page 95; thence North twenty and one-half degrees West two hundred twenty-three (223) perches to a post and stones corner in an old line; thence North seventy degrees East twenty-nine and two-tenths (29.2) perches to a post and stones; thence South twenty degrees East two hundred three and seven tenths (203.7) perches by line of Tyler and Williams to the Northeast corner of lot deeded to Mrs. Sarah Horning; thence South forty-seven and one-half degrees West two hundred eighty-one (281) feet to the northwest corner of lot deeded to A.M. Lowell dated March 18, 1887, and recorded in Deed Book 46, Page 137; thence South thirty-nine degrees East three hundred forty (340) feet to a post supposed to be in North line of street; thence South fifty-one degrees West two hundred forty-three (243) feet to a post, but also to include all rights of said Cooker out to the center of the street along the last mentioned line; thence North thirty-nine degrees West two hundred (200) feet to the place of beginning.

CONTAINING thirty-nine (39) acres more or less. Being part of Warrant No. 79 in the name of Johnathan D. Stewart in Huston Township, Clearfield County, Pennsylvania, and being part of land deeded by John B. Hewitt to L. Zelinda Cooker.

THE SECOND THEREOF: BEGINNING at the southwest corner of Lot No. 34 in the Plan of the Village of Penfield, Pennsylvania, as recorded in Deed Book 83, Page 608; thence South fifty-two degrees West a distance of thirty-two (32) feet, more or less, to the easterly line of a driveway; thence in a northerly direction along the easterly line of said driveway to a point in the southerly line of lands now or formerly of Joseph DeSalve, et ux.; thence North fifty-two degrees East along the Southerly line of said lands of Joseph DeSalve, et ux., a distance of twenty-four (24) feet, more or less, to the westerly line of said Lot No. 34; thence South thirty-eight degrees East a distance of sixty-four (64) feet, more or less, to the place of beginning.

UNDER AND SUBJECT to all exceptions, reservations and conditions as contained in prior deeds of conveyance.

BEING KNOWN as Route 255, Penfield, Pennsylvania, identified by Clearfield County Tax Map Nos. 119-G2-70 and 119-G2-459-45, consisting of two (2) buildings, 39.6 acres and a part lot.

BEING the same premises which were conveyed to Michael P. Llewellyn and Cheri L. Llewellyn, husband and wife, by Deed of County National Bank, dated April 11, 2001, and intended to be recorded herewith.

THE THIRD THEREOF: BEGINNING at a post on the North side of land at B. & S. R.R. right-of-way; thence West, 272 feet joining land now or formerly of Louis Hicks to Bennett's Branch; thence South, 1,000 feet, joining Bennett's Branch to bridge of B. & S. R.R. right-of-way; thence in a North direction 1,000 feet to the place of beginning. Containing 2 acres, more or less.

THE FOURTH THEREOF: BEGINNING at a point on Township Road T-518 at the Southwest corner of Lot No. 19, now or formerly of Daniel L. and Margaret T. Vranich; thence in an Easterly direction along the Southerly line of Lot No. 19 a distance of 325 feet, more or less, to a point in the center of Bennett's Branch Creek; thence in a Southerly direction 25 feet to a point; thence in a Westerly direction along land now or formerly of Attilia A. Nuccetelli, 200 feet, more or less, to a point; thence still along the same in a Westerly direction 100 feet, more or less, to a point on Township Road T-518; thence along said Township Road T-518 in a Northerly direction 15 feet, more or less, to place of beginning.

EXCEPTING AND RESERVING all exceptions and reservations as per prior deeds.

BEING the same premises which were conveyed to Michael P. Llewellyn and Cheri L. Llewellyn, husband and wife, by Deed of Michael P. Llewellyn and Cheri L. Llewellyn, his wife, dated April 12, 2001, and intended to be recorded herewith.

MICHAEL P. LLEWELLYN
CHERI L. LLEWELLYN
R.R. 1, BOX 54-A1
PENFIELD, PA 15849

CNB
COUNTY NATIONAL BANK
CLEARFIELD, PA

45743-2 #1

Loan Number _____
Date April 12, 2001
Maturity Date 6/12/2008
Loan Amount \$228,000.00
Renewal Of _____

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of TWO HUNDRED TWENTY-EIGHT THOUSAND AND 00/100 Dollars \$228,000.00

☒ **Single Advance:** I will receive all of this principal sum on April 12, 2001. 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 principal sum 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 (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from April 12, 2001 at the rate of 9.00 % per year until date of first rate change

☒ **Variable Rate:** This rate may then change as stated below.

☒ **Index Rate:** The future rate will be 1.000% ABOVE the following index rate: THE CHASE MANHATTAN BANK, N.A. PRIME 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 EVERY 5 YEARS. A change in the interest rate will take effect April 12, 2006, and every five years thereafter

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

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.

☐ _____

ACCURAL METHOD: Interest will be calculated on a ACTUAL/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 2.000% ABOVE THE INTEREST RATE IN EFFECT AT MATURITY

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE PAYMENT

☐ **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:
\$500.00 ORIGINATION FEE

PAYMENTS: I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest monthly, on the 12th day of each month, beginning on 5/12/01 for two months

☐ **Principal:** I agree to pay the principal _____

☒ **Installments:** I agree to pay this note in 204 payments. The first payment will be in the amount of \$2,208.34 and will be due July 12, 2001. A payment of \$2,208.34 will be due on the 12th day of each successive month thereafter. The final payment of the entire unpaid balance of principal and interest will be due June 12, 2018

PURPOSE: The purpose of this loan is PURCHASE AND RENOVATION OF THE OUTPOST

☒ **WARRANT OF AUTHORITY TO CONFESS 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 be deprived of notice and hearing under federal and state laws and fully understand the consequences of this waiver.

Michael P. Llewellyn
MICHAEL P. LLEWELLYN

ADDITIONAL TERMS: THIS NOTE IS ALSO SECURED BY 2 ACRES OF LAND LOCATED IN HOUSTON TOWNSHIP, CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA

SECURITY INTEREST: I give you a security interest in all of the Property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the Property), wherever the Property is or may be located, and all proceeds and products from the Property.

☒ **Inventory:** All inventory which I hold 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 my business.

☒ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:

(a) all poultry and livestock and their young, along with their products, produce and replacements;

(b) all crops, annual or perennial, and all products of the crops; and

(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☒ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:

(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☒ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ **The secured property includes, but is not limited by, the following:**

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the description of the real estate is:

The Property will be used for a ☐ personal ☒ business purpose.
☐ agricultural ☐ _____

A FIRST MORTGAGE ON 39.6 ACRES OF COMMERCIAL REAL ESTATE, FORMER OUTPOST, LOCATED IN VILLAGE OF PENFIELD, HOUSTON TOWNSHIP, CLEARFIELD COUNTY, PA

☒ If checked, file this agreement on the real estate records.

Record owner (if not me) _____

SIGNATURE FOR LENDER

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

Michael P. Llewellyn
MICHAEL P. LLEWELLYN

Cheri L. Llewellyn
CHERI L. LLEWELLYN

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on page 1, "I" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Pennsylvania will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the earliest of the following:

- the date of the last scheduled payment indicated on page 1 of this note;
- the date you accelerate payment on the note; or
- after the entry of judgment on this note by confession or otherwise and applies to amounts owed under this note on any such judgment until paid in full.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

ADVANCE PROCEDURE AND MEANS - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- any deposit account balance I have with you;
- any money owed to me on an item presented to you or in your possession for collection or exchange; and
- any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off will not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent; (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used 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 further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

- You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- You may refuse to make advances to me or allow purchases on credit by me.
- You may use any remedy you have under state or federal law.
- You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, repossession or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

- demand payment of amounts due (presentment);
- obtain official certification of nonpayment (protest); or
- give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at any option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION - I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1. I agree to inform you in writing of any change of my address.

FILING - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the Property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the Property secured by this agreement.

Any person who signs within this box does so to give you a security interest in the Property described on page 1. This person does not promise to pay the note. If he or she is used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____

AMENDMENT

To the Commercial Note, 457432-1, dated April 12, 2001, in the original principal amount of \$228,000.00 ("Note") between County National Bank ("Bank") and Michael P. & Cheri L. Llewellyn ("Borrower").

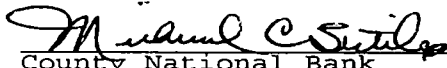
Whereas, the Borrower has requested a modification in the Interest Rate of the Note and the Bank has agreed.

In consideration for the Borrower paying an Interest Rate Modification Fee of \$500.00, the Bank will lower the Interest Rate effective May 12, 2002 from 9.00% to 8.00% per annum. The 8.00% Interest Rate will remain in effect until April 12, 2006, when the Interest Rate will be adjusted (reset) to 1.00% above the then National Prime Rate.

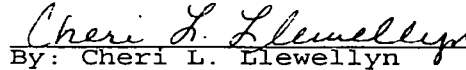
Due to the reduction of principal (loan balance, \$222,592.86, after May 12, 2002 payment), and/or lower Interest Rate; the current monthly payment of \$2,204.34 will be reduced to \$2,069.25 per month. Borrower shall commence making the new monthly payments of \$2,069.25 on June 12, 2002 and shall continue to make said reduced monthly payments every month thereafter until May 12, 2006 when the monthly payment will be reset based on the April 12, 2006 Interest Rate change.

The Bank and Borrower agree that all other terms and conditions of said Note shall remain in force and unchanged.

Agreed to April 30, 2002.


County National Bank
By: Michael C. Sutika
Assistant Vice President


By: Michael P. Llewellyn


By: Cheri L. Llewellyn



January 7, 2008

CERTIFIED MAIL NUMBER:

7160 3901 9846 0711 7587

7160 3901 9846 0711 7594

and First Class Mail

Estate of Michael P. Llewellyn
c/o Cheri L. Beer
PO Box 42
Penfield, PA 15849-0042

Cheri L. Beer
formerly known as Cheri L. Llewellyn
PO Box 42
Penfield, PA 15849-0042

Re: CNB Bank Delinquent Mortgage Account #457432-1

Dear Ms. Beer:

The Mortgage which you executed on April 12, 2001, in favor of County National Bank, now CNB Bank, for \$228,000.00, is in default. This Mortgage is recorded in Clearfield County Instrument Number 200105178. It encumbers and places a lien upon your commercial property known as Rt. 255, Penfield, Clearfield County, Pennsylvania 15849.

You have failed to make the full monthly payments since September 2007, and are in default. The total amount of default is \$5,307.04, which includes \$300.32 in late charges.

Pennsylvania law provides that you may cure this default anytime up to one hour prior to Sheriff Sale in either of the following manners:

1. *First, you can bring your account current by paying CNB Bank a total of \$5,307.04, which includes delinquent payments of \$5,006.72 and late charges of \$300.32*

--or--

2. *Second, you can pay this mortgage off entirely by tendering \$128,257.91, which includes a balance of \$124,388.86; accrued interest through January 7, 2008 of \$3,538.23; late charges of \$300.32; and a satisfaction fee of \$30.50.*

Interest will accrue at the rate of \$30.2334035 a day from January 7, 2008. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

If you chose to cure this default by either of the foregoing manners, the necessary payments should be made at the main office of CNB Bank at the corner of Market and Second Streets in Clearfield.
PAYMENT SHOULD BE MADE BY CASH, CASHIER'S CHECK OR CERTIFIED CHECK.

Estate of Michael P. Llewellyn and Cheri L. Beer f/k/a Cheri L. Llewellyn

January 7, 2008

Page 2

If you fail to cure this default within thirty (30) days, CNB Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, which is \$128,257.91, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by CNB Bank. If CNB Bank obtains judgment against you for those amounts, it can then execute against the property, which will result in loss of the property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, May 2, 2008**.

If you cure your default within the thirty (30) day grace period, the mortgage will be recovered to the same position as if no default had occurred. However, you may only exercise this right to cure your default three (3) times in any calendar year.

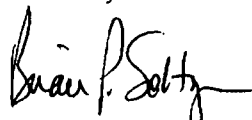
The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right to have this default cured by a third party acting on your behalf.

You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB Bank.

If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

If you fail to cure your default within thirty (30) days, which is on or before Thursday, February 7, 2008, the bank will confess judgment against you and institute Foreclosure proceedings against your real estate, which will result in your loss of this property at sheriff sale.


Sincerely,



Brian P. Soltys

Credit Adjustor

Ph. 800-492-3221, ext. 201

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
		A. Received by (Please Print Clearly)	B. Date of Delivery 01-16-08
		C. Signature X <i>Cheri L. Llewellyn</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
7160 3901 9846 0711 7594		D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Service Type CERTIFIED MAIL			
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes			
1. Article Addressed to:			

CHERI L. BEER
 F/K/A CHERI L. LLEWELLYN
 PO BOX 42
 PENFIELD PA 15849-0042

PS Form 3811, January 2005

Domestic Return Receipt


UNITED STATES POSTAL SERVICE
 JOHNSTOWN PA 159



First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

16 JAN 2008 PM 7 T

• Print your name, address and ZIP+4 below •


 ATTN: **BPS**
 CNB BANK
 PO BOX 42
 CLEARFIELD PA 16830-0042

US Postal Service Certified Mail Receipt <i>Domestic Mail Only No Insurance Coverage Provided</i>		BPS Postage Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees	\$ \$ 5.21	Postmark Here 1-7-08
Sent To: CHERI L. BEER F/K/A CHERI L. LLEWELLYN PO BOX 42 PENFIELD PA 15849-0042				
PS Form 3800, January 2005		US Postal Service		
Certified Mail Receipt				

[illegible]

2. Article Number



7160 3901 9846 0711 7587

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

01-16-08

C. Signature

X

Cheri L. Beer

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

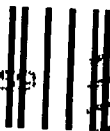
ESTATE OF MICHAEL P. LLEWELLYN
C/O CHERI L. BEER
PO BOX 42
PENFIELD PA 15849-0042

PS Form 3811, January 2005

Domestic Return Receipt

UNITED STATES POSTAL SERVICE

JOHNSTOWN PA 159



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

16 JAN 2008 PM 3:14
• Print your name, address and ZIP+4 below •



ATTN: **B P S**

CNB BANK

PO BOX 42

CLEARFIELD PA 16830-0042

US Postal Service		Postage		Postmark Here	
Certified Mail Receipt <i>Domestic Mail Only No Insurance Coverage Provided</i>	BPS	Certified Fee	\$	1-7-08	
		Return Receipt Fee (Endorsement Required)			
		Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees		\$5.21			
Sent To					
ESTATE OF MICHAEL P. LLEWELLYN C/O CHERI L. BEER PO BOX 42 PENFIELD PA 15849-0042					
PS Form 3800, January 2005 US Postal Service Certified Mail Receipt					

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

CNB BANK,	:	No. 2008-538-CD
Plaintiff	:	
vs.	:	
	:	
CHERI L. LLEWELLYN n/k/a	:	
CHERI L. BEER,	:	
<i>First Defendant,</i>	:	
And	:	
CHERI L. BEER, AS EXECUTRIX	:	
OF THE ESTATE OF	:	
MICHAEL P. LLEWELLYN, <i>Deceased</i>	:	
<i>Second Defendant</i>	:	

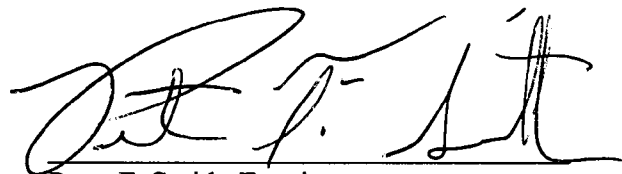
PRAECIPE TO DISCONTINUE

TO: William A. Shaw, Clearfield County Prothonotary

Dear Mr. Shaw:

The Defendants in the above-captioned matter have exercised their statutory right to cure their default. Please **Discontinue** this action.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: May 14, 2008

cc: Brian P. Soltys, CNB Bank
Cheri L. Llewellyn n/k/a
Cheri L. Beer

FILED No CC

01/10/07/2008
MAY 15 2008 Cert. of Disc.

William A. Shaw
Prothonotary/Clerk of Courts

to Atty Smith
(GP)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CNB Bank

Vs.

No. 2008-00538-CD

Cheri L. Llewellyn
Estate of Michael P. Llewellyn

CERTIFICATE OF DISCONTINUATION

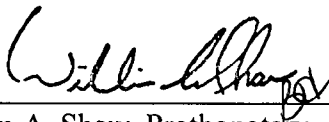
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 15, 2008, marked:

Discontinued

Record costs in the sum of \$95.00 have been paid in full by Peter F. Smith, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of May A.D. 2008.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103951
NO: 08-538-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CNB BANK

VS.

DEFENDANT: CHERI L. LLEWELLYN n/k/a CHERI L. BEER and CHERI L. BEER, AS EXECUTRIX OF THE ESTATE OF MICHAEL P. LLEWELLYN, Deceased

SHERIFF RETURN

NOW, April 07, 2008 AT 10:59 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHERI L. LLEWELLYN n/k/a CHERI L. BEER DEFENDANT AT 1983 MT. RUN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHERI BEER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED

0/2:40cm
JUL 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103951
NO: 08-538-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CNB BANK

VS.

DEFENDANT: CHERI L. LLEWELLYN n/k/a CHERI L. BEER and CHERI L. BEER, AS EXECUTRIX OF THE ESTATE OF MICHAEL P. LLEWELLYN, Deceased

SHERIFF RETURN

NOW, April 07, 2008 AT 10:59 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHERI L. BEER As Executrix of the Estate of Michael P. Llewellyn, Deceased DEFENDANT AT 1983 MT. RUN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHERI BEER, DEFENDANT 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 # 103951
NO: 08-538-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CNB BANK

vs.

DEFENDANT: CHERI L. LLEWELLYN n/k/a CHERI L. BEER and CHERI L. BEER, AS EXECUTRIX OF THE
ESTATE OF MICHAEL P. LLEWELLYN, Deceased

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CNB BANK	418686	20.00
SHERIFF HAWKINS	CNB BANK	418686	80.00

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff