

08-1567-CD
Roger Richards vs Irene Richards

ROGER W. RICHARDS,

Plaintiff,

vs.

IRENE E. RICHARDS,

Defendant.

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

NO. 08-1567-CD

Type of Pleading:

Complaint in Mortgage Foreclosure

Filed on behalf of:

Roger W. Richards

Attorney for Plaintiff:

Lawrence C. Bolla, Esquire
Quinn, Buseck, Leemhuis, Toohey, & Kroto, Inc.
PA ID # 19679
2222 West Grandview Blvd.
Erie, PA 16506
(814)833-2222

Attorney for Defendant:

Unknown.

Document #412396, v1

FILED Atty pd. \$95.00
m/10/5321
AUG 21 2008
2CC Atty
BCC
William A. Shaw
Prothonotary/Clerk of Courts

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY, PENNSYLVANIA
: CIVIL ACTION - LAW
: NO.

NOTICE TO DEFEND

TO: Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

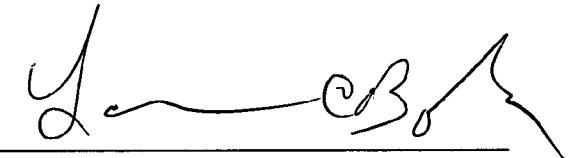
YOU ARE BEING SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Bar Association
100 South Street
Harrisburg, PA 17101
Phone (800) 692-7375

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641 Ext. 5982



Lawrence C. Bolla, Esquire
Attorney for Plaintiff

ROGER W. RICHARDS, : IN THE COURT OF COMMON PLEAS
Plaintiff, :
v. : OF CLEARFIELD COUNTY, PENNSYLVANIA
IRENE E. RICHARDS, : CIVIL ACTION - LAW
Defendant. : NO.

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, Roger W. Richards, by and through his attorneys, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., and files this Complaint in Mortgage Foreclosure of which the following is a statement:

1. The Plaintiff, Roger W. Richards, is an adult individual with a place of business located at 100 State Street, Suite 440, Erie, Pennsylvania 16507 (hereinafter referred to as "Mortgagee").
2. The Defendant is an adult individual residing at 74 Treasure Lake, DuBois, Pennsylvania 15801 (hereinafter referred to as "Mortgagor").
3. At all times material to the Mortgagee's cause of action, the Mortgagor has been the possessor of a tract of land and the building thereon (hereinafter referred to as "Land") located at 74 Treasure Lake, DuBois, Pennsylvania 15801, situate in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania.
4. The said premises are the same premises conveyed to the Mortgagor by Deed dated July 3, 1984 and recorded on August 8, 1984 in Clearfield County Record Book 963, Page 491. A copy of the Deed is attached hereto, made a part hereof, and marked as Exhibit "A."

5. The said premises are bounded and described as set forth in a certain Future Advance Mortgage given by the Mortgagor to the Mortgagee dated September 15, 1998, and recorded on August 29, 2002 in Clearfield County Instrument No. 200213816. A copy of the Mortgage is attached hereto, made a part hereof, and marked as Exhibit "B."

6. On September 15, 1998, in consideration of the loan made by Mortgagee to Mortgagor, the Mortgagor executed and delivered to the Mortgagee a Line of Credit Loan Agreement and Line of Credit Note secured by a Mortgage on the Land obligating the Mortgagor to pay the Mortgagee the sum of \$250,000.00. Said Line of Credit Note is payable upon demand. A copy of the Line of Credit Loan Agreement and Line of Credit Note are attached hereto, made a part hereof, and marked as Exhibit "C."

7. Said Mortgage has been in default by virtue of the fact that the Mortgagor has failed to pay the required principal and interest payments. Said default pursuant to the terms of said Note and Mortgage grants to the Mortgagee the right of any and all necessary legal action to recover the balance due.

8. The Mortgagor is the present owner of said Land.

9. The amount due on said indebtedness is as follows:

| | |
|-------------------|--------------|
| Principal Balance | \$264,187.39 |
| Balance | \$264,187.39 |

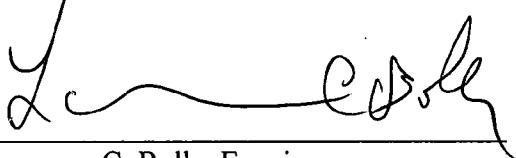
10. Pursuant to the provisions of Section 403 of Act No. 6 of the Laws of 1974 enacted January 30, 1974, 41 P.S. Section 403, the Mortgagee gave the Mortgagor(s) the required thirty (30) day Notice of Intention to Foreclose by letter dated July 14, 2008, mailed by Certified Mail to the Mortgagor(s), a copy of which letter is attached hereto, made a part hereof and marked as Exhibit "D."

WHEREFORE, the Mortgagee, Roger W. Richards, demands judgment in its favor and against the Mortgagor, Irene E. Richards, for the sum of 264,187.39, together with all costs of suit and collection including all Sheriff's costs.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.

By


Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222
Attorneys for Mortgagee

ROGER W. RICHARDS,
Plaintiff,

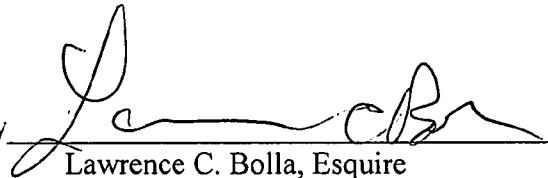
v.

IRENE E. RICHARDS,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY, PENNSYLVANIA
: CIVIL ACTION - LAW
: NO.

VERIFICATION

I, Lawrence C. Bolla, Esquire, counsel for the Plaintiff, Roger W. Richards, deposes and says that he is of counsel for said Plaintiff in the above matter; that he is authorized to make this Verification on behalf of said Plaintiff; that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct, not of his own knowledge, but from information supplied to him by said Plaintiff, that the purpose of this Verification is to expedite litigation; and that a Verification by Plaintiff will be furnished if requested. This statement is made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

By 
Lawrence C. Bolla, Esquire

Dated: _____

Document #412393, v1

WC 963 PAGE 491

WARRANTY DEED - 1984

Courtesy Form No. _____

This Deed;

MADE the Third day of July
in the year nineteen hundred and eighty-four

BETWEEN RAYMOND H. BROWN and NINA C. BROWN, husband and wife, of State College, Centre County, Pennsylvania, parties of the first part, hereinafter referred to as the Grantors

A N D

IRENE E. RICHARDS, of the City of DuBois, Clearfield County, Pennsylvania, party of the second part, hereinafter referred to as the Grantee

WITNESSETH, That in consideration of

Seventeen Thousand Five Hundred (\$17,500.00) Dollars, to hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

ALL that certain tract of land designated as Lot No. 118, Section No. 9 "Antigua" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations as shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

SEING the same premises which becomes vested in the Grantors herein by deed of Treasure Lake, Inc., dated December 19, 1989, and recorded in Clearfield County Deed Book 568, page 254.

EXHIBIT

A

V:8-84

VOL 963 PAGE 492

1 COMMONWEALTH OF PENNSYLVANIA
2 DEPARTMENT OF REVENUE
3
4 REALTY
5 TRANSFER ACTS-FSA
6 TAX
7
8 175.00
9 06/11/08

1 DULOIS AREA SCHOOL DISTRICT
2 1% REALTY TRANSFER TAX
3
4 AMOUNT 175.00
5 PAID 88.84 MICHAEL R. LYNN
6 Date 06/11/08 Agent

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/granteee, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

At night

James E. Richards
James E. Richards

This 7 day of August 1984

THIS DOCUMENT MAY NOT SEAL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE EXCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is not further governed by Act No. 222, approved September 10, 1966, as amended.)

07/10/2008 16:26 8143655019
07/09/2008 20:52 8148562281

FALCON
BRANDI YEANE

PAGE 04

AND the said grantee^s will GENERALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

"IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Defined and determined in this generation of

Raymond E. Brown (MAIL)
Norm C. Brown (MAIL)
Norm C. Brown (MAIL)
Norm C. Brown (MAIL)
Norm C. Brown (MAIL)

Certificate of Receipt

I hereby certify, that the precise residence of the grantee
110 North Brady Street, DuBois, PA 15801
herein is as follows:

Commonwealth of Pennsylvania
County of Franklin.

On this, the 10th day of July 1934, before me a Notary Public the undersigned officer, personally appeared RAYMOND H. BROWN and MIRIA C. BROWN known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and, officially seal.

My Commuter Express

Vol 963 pg 494

State of _____
County of _____ ss.

On this, the day of 10, before me
 the undersigned officer, personally appeared
 known to me (or satisfactorily proven) to be the person
 whose name is subscribed to the within
 instrument, and acknowledged that
 contained.

IN WITNESS WHEREOF, I have hereunto set my hand and _____

My Commission Expires _____

Commonwealth of Pennsylvania
County of _____ ss.

RECORDED in the Office for Recording of Deeds, etc., in and for said County.

in Deed Book No. 963, Page 494

WITNESS my hand and official seal this 8th day of July, 1984

My Commission Expires
First Monday in January, 1985

CLEARFIELD COUNTY
ENTERED OF RECORD 5-8-84
TIME 12:15 P.M.
BY Michael R. Lyle
FEE \$1.00
Michael R. Lyle, Recorder

963 Pg 494
July 8th 1984
1985

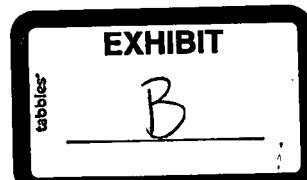
Beet

VOLUME 963
The Franklin Co. Recorder, Pa.

| | | | |
|---------------------------------------|-------|--|-----------|
| MAURICE L. DRAKE and MARY C. HOGAN | TO | ROBERT R. RICHARDS | |
| | Dated | July 3, 1984 | |
| | Re | Lot No. 113, Section 9 | |
| | | "Deed to the Trustee in the Trustee Lata Subdivision | |
| | | Consideration | 17,500.00 |
| | | Recorded | 7-13-84 |
| | | Entered for Record in the Franklin County Recorder's Office | |
| | | Michael R. Lyle, Recorder | |

Entered of Record X

BLAKEY & JONES
ATTORNEYS AT LAW
604 DEADERICK BANK BLDG.
CINCINNATI, OHIO 45203



FUTURE ADVANCE MORTGAGE

This Mortgage Secures Future Advances

THIS MORTGAGE IS DATED September 15, 1998, between **IRENE E. RICHARDS**, whose address is Treasurer Lake 74, James Point Road, DuBois, Pennsylvania 16508 (referred to below as "Grantor"); and **ROGER W. RICHARDS**, whose principal business address is 100 State Street, Erie, Pennsylvania 16507 (referred to below as the "Lender").

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

See Exhibit "A" attached hereto and made a part hereof.

The Real Property is commonly known as Treasure Lake 74, James Point Road, DuBois, Pennsylvania 15801 (the "Mortgaged Property").

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed

EXHIBIT "A"

ALL THAT CERTAIN tract of land designated as Lot No. 115, Section No. 9 "Antigua" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

All easements, rights of way, reservations, restrictions and limitations as shown or contained in prior instruments of record and in the aforesaid recorded plan.

The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants, which run with the land.

All minerals and mining rights of every kind and nature.

A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200213816
RECORDED ON
Aus 29, 2002
2:20:44 PM
Total Pages: 21

RECORDING FEES - \$47.00
RECORDER
COUNTY IMPROVEMENT \$2.00
FUND
RECORDER IMPROVEMENT \$3.00
FUND
STATE WRIT TAX \$0.50
TOTAL \$52.50

CUSTOMER
RICHARDS & ASSOCIATES

to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "**Grantor**" means Irene E. Richards. The Grantor is the mortgagor under this Mortgage.

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

Indebtedness. The word "**Indebtedness**" means all principal and interest payable under the Note and any amounts expended or advanced by the Lender to discharge obligations of Grantor or expenses incurred by the Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "**Indebtedness**" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to the Lender, or any one or more of them, as well as all claims by the Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "**the Lender**" means ROGER W. RICHARDS, his successors and assigns. The Lender is the mortgagee under this Mortgage.

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

Note. The word "**Note**" means the Line of Credit Note dated September 15, 1998 in the original principal amount of Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars from Grantor to the Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

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

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

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to the Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

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

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

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to the Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by the Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by the Lender in writing (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance, on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes the Lender and his agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as the Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by the Lender shall be for the Lender's purposes only and shall not be construed to create any responsibility or liability on the

part of the Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against the Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless the Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which the Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by the Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any

proceeding, including appropriate appeals, so long as Grantor has notified the Lender in writing prior to doing so and so long as, in the Lender's sole opinion, the Lender's interests in the Property are not jeopardized. The Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to the Lender, to protect the Lender's interest.

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

DUE ON SALE - CONSENT BY THE LENDER. The Lender may, at his option, declare immediately due and payable all sums secured by this upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with an initial term greater than seven (7) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest.

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

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

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as the Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the

discharge of the lien, or if requested by the Lender, deposit with the Lender cash or a sufficient corporate surety bond or other security satisfactory to the Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend herself and the Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name the Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of the Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to the Lender. Grantor shall deliver to lender certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of thirty (30) days' prior written notice to the Lender and no containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by the Lender and is or becomes available, for the term of the loan and for the full

unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify the Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. The Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not the Lender's security is impaired, the Lender may, at his election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to the Lender. The Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which the Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to the Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If the Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

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

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

EXPENDITURES BY THE LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect the Lender's interests in the Property, the Lender on Grantor's behalf may, but shall not be

required to, take any action that the Lender deems appropriate. Any amount that the Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by the Lender to the date of repayment by Grantor. All such expenses, at the Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which the Lender may be entitled on account of the default. Any such action by the Lender shall not be construed as curing the default so as to bar the Lender from any remedy that it otherwise would have had.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Breaches. Any warranty, representation or statement made or furnished to the Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, provided, however, that in the case of an involuntary bankruptcy, Borrower shall have sixty (60) days to obtain dismissal of the bankruptcy proceedings, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Pennsylvania law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

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

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

Insecurity. The Lender in good faith deems himself insecure.

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

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

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

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

Appoint Receiver. The Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond

if permitted by law. The Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by the Lender shall not disqualify a person from serving as a receiver.

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

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

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

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

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

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

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

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

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

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

NOTICES TO GRANTOR AND OTHER PARTIES. Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change their address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage, and notices pursuant 42 Pa. C.S.A. Section 8143, et seq., shall be sent to the Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep the Lender informed at all times of Grantor's current address.

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

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

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

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

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

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

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

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

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

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

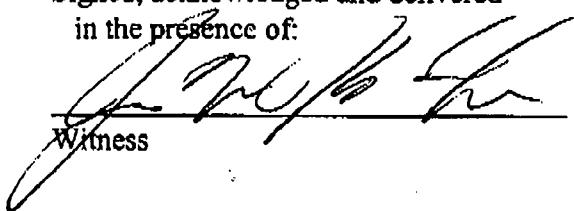
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS
MORTGAGE, AND GRANTOR AGREES TO HIS TERMS.**

GRANTOR:



IRENE E. RICHARDS

Signed, acknowledged and delivered
in the presence of:

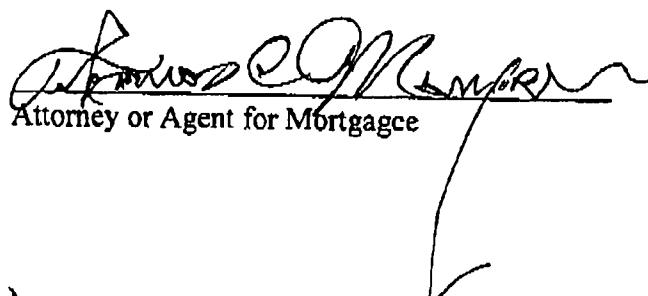


Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the Mortgagee, **ROGER W. RICHARDS**, herein is as follows:

**100 STATE STREET
SUITE 440
ERIE, PENNSYLVANIA 16507**

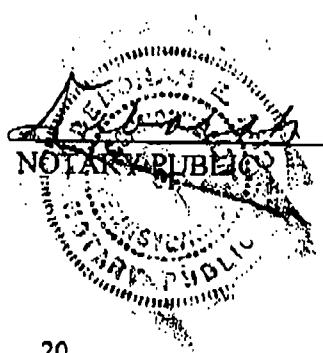
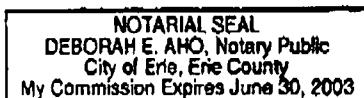


Attorney or Agent for Mortgagee

STATE OF PENNSYLVANIA)
)
COUNTY OF ERIE)
) ss.
)

On this, the 15th day of September, 1998, before me, a Notary Public, the undersigned officer, personally appeared Irene E. Richards, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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



EXHIBIT

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LINE OF CREDIT NOTE

IRENE E. RICHARDS

\$250,000.00

September 15, 1998

FOR VALUE RECEIVED, the undersigned, **IRENE E. RICHARDS**, ("Borrower"), promises to pay to the order of **ROGER W. RICHARDS** ("Lender"), in accordance with that certain Line of Credit Loan Agreement ("Loan Agreement") by and between Borrower and Lender dated as of the date hereof, the lesser of (i) the principal sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS**, or (ii) the aggregate unpaid principal amount of all Revolving Credit Loans and extensions of credit made by Lender to Borrower pursuant to the Loan Agreement, as such Loan Agreement may be amended, modified or supplemented from time to time. Borrower further agrees to pay to the order of Lender interest on the unpaid principal amount of this Note from time to time outstanding at the rate or rates per annum determined pursuant to Section 2.4 of, or as otherwise provided in, the Loan Agreement and with such amounts being payable on the dates set forth in Section 2.6 of, or as otherwise provided in, the Loan Agreement. Borrower acknowledges that this instrument is PAYABLE UPON DEMAND, and that any condition or requirement set forth in any other agreement between Borrower and Lender is not the only basis upon which demand can be made hereunder.

All payments and prepayments to be made in respect of principal, interest or other amounts due from Borrower under this Note shall be payable at 12:00 Noon, Eastern Time, on the day when due to Lender in lawful money of the United States of America in immediately available funds without setoff, counterclaim or other deduction of any nature.

Borrower expressly waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note and an action for any amounts due and unpaid shall therefore accrue immediately.

If any payment of principal or interest under this Note becomes due on a day which is a Saturday, Sunday or other day on which Lendering institutions in the Commonwealth

of Pennsylvania are authorized or obligated to close, such payment will be made on the next following business day and such extension of time will be included in computing interest in connection with such payment.

This Note is the “**Line of Credit Note**” referred to therein, and is entitled to the benefits of the Loan Agreement. This Note is secured by and is entitled to the benefits of certain other Loan Documents as each of them may be amended, modified or supplemented from time to time. Capitalized terms used in this Note that are defined in the Loan Agreement have the meanings assigned to them in the Loan Agreement unless otherwise expressly defined in this Note.

This Note is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Borrower consents to the exclusive jurisdiction and venue of the Federal and State courts located in Erie County, Pennsylvania with respect to any suit arising out of, relating to, or mentioning this Note.

THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST BORROWER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST BORROWER, BORROWER HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND, ON THE ADVICE OF BORROWER'S SEPARATE COUNSEL, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS BORROWER HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

IF THERE EXISTS AN EVENT OF DEFAULT AS DEFINED IN THIS NOTE, BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR AND TO ENTER AND CONFESS JUDGMENT AGAINST BORROWER AT ANY TIME OR TIMES AND AS OF ANY TERM FOR THE PRINCIPAL SUM ABOVE MENTIONED, WITH OR WITHOUT DECLARATION, WITH INTEREST AND COSTS OF SUIT, WITHOUT STAY OF EXECUTION, AND WITH REASONABLE ATTORNEY'S FEES. BORROWER AGREES THAT ANY OF HER PROPERTY MAY BE LEVIED UPON TO COLLECT SAID JUDGMENT AND MAY BE SOLD UPON A WRIT OF EXECUTION, AND HEREBY WAIVES AND RELEASES ALL LAWS, NOW OR HEREAFTER IN FORCE, RELATING TO EXEMPTION, APPRAISEMENT OR STAY OF EXECUTION. THE AUTHORITY HEREBY GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT

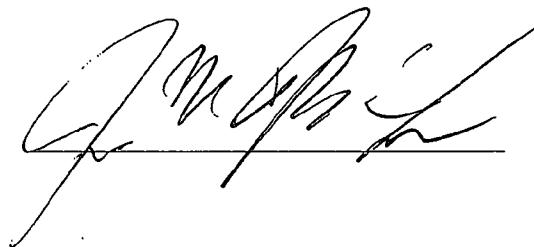
SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL BORROWER HAS PAID ALL SUMS REQUIRED TO BE PAID BY BORROWER UNDER THIS NOTE AND THE LOAN AGREEMENT AND HAS PERFORMED ALL OF THE OTHER PROVISIONS HEREOF OR THEREOF TO BE PERFORMED BY BORROWER.

IF BORROWER WISHES TO CHALLENGE ANY JUDGMENT CONFESSED PURSUANT TO THIS WARRANT OF AUTHORITY, IT SHALL DO SO ONLY BY FILING A PETITION TO OPEN THE JUDGMENT PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE RULE 2959, AS IN EFFECT FROM TIME TO TIME, ("RULE 2959"), AND SHALL NOT OTHERWISE INTERFERE (BY FILING ANY CIVIL ACTION, BILL IN EQUITY, OR OTHERWISE) WITH THE OPERATION OF THE JUDGMENT GRANTED PURSUANT TO THIS SECTION. BORROWER EXPRESSLY ACKNOWLEDGES THAT THE PROCEDURE AVAILABLE TO IT THROUGH RULE 2959 WILL PROVIDE IT WITH A FULL AND FAIR OPPORTUNITY TO BE HEARD AS TO ANY REASON WHY JUDGMENT SHOULD NOT BE ENTERED AGAINST IT.

BORROWER ACKNOWLEDGES THAT IT UNDERSTANDS THE MEANING AND EFFECT OF THE CONFESSION CONTAINED IN THE FOREGOING PARAGRAPHS. SPECIFICALLY, BORROWER UNDERSTANDS AMONG OTHER THINGS THAT (1) IT IS RELINQUISHING THE RIGHT TO HAVE NOTICE, EXCEPT AS PROVIDED HEREIN, OF AN OPPORTUNITY TO BE HEARD AND THE RIGHT TO HAVE THE BURDEN OF PROOF OF DEFAULT REST ON LENDER PRIOR TO THE ENTRY OF JUDGMENT, (2) THE ENTRY OF JUDGMENT MAY RESULT IN A LIEN ON HER PROPERTY, (3) IT IS RELINQUISHING THE RIGHT TO HAVE NOTICE, EXCEPT AS PROVIDED HEREIN, OF AN OPPORTUNITY TO BE HEARD AND THE RIGHT TO HAVE THE BURDEN OF PROOF OF DEFAULT REST ON LENDER PRIOR TO THE ISSUANCE OF A WRIT OF EXECUTION ON UNDERSIGNED'S PROPERTY, (4) IT WILL BEAR THE BURDEN AND EXPENSE OF ATTACKING THE JUDGMENT AND CHALLENGING EXECUTION ON THE LIEN AND SALE OF PROPERTY COVERED THEREBY, AND (5) ENOUGH OF HER PROPERTY MAY BE TAKEN TO PAY THE PRINCIPAL AMOUNT, INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES.

IN WITNESS WHEREOF, and intending to be legally bound, Borrower has executed, issued and delivered this Note as of the date above.

WITNESS:

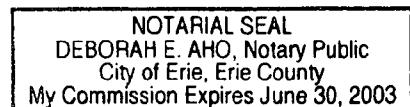


Irene E. Richards

On this, the 15th day of September, 1998, before me, a Notary Public, the undersigned officer, personally appeared **Irene E. Richards**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Deborah E. Aho
NOTARY PUBLIC



LINE OF CREDIT LOAN AGREEMENT

BY

IRENE E. RICHARDS

THIS LINE OF CREDIT LOAN AGREEMENT ("Agreement"), dated as of September 15, 1998, by and between **IRENE E. RICHARDS**, whose address is Treasure Lake 74, James Point Road, DuBois, Pennsylvania 15801 ("Borrower"),

- AND -

ROGER W. RICHARDS, whose business address is 100 State Street, Suite 440, Erie, Pennsylvania 16507 ("Lender").

RECITALS:

Borrower has requested that Lender extend credit to Borrower as described in this Agreement. Lender is willing to extend such credit to Borrower on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 In addition to other words and terms defined elsewhere in this Agreement, the following words and terms have the following meanings, respectively, unless the context otherwise clearly requires:

"Agreement" means this Line of Credit Loan Agreement as amended, modified or supplemented from time to time.

"Lender Debt" means (i) all indebtedness, both principal and interest, of the Borrower to the Lender now or after the date of this Agreement evidenced by any notes

executed and delivered by the Borrower in connection with this Agreement (including any Supplement), (ii) all other debts, liabilities, duties and obligations of Borrower to Lender now existing or contracted or incurred after the date of this Agreement, whether arising under or in connection with the Loan Documents or arising under any agreement, instrument or undertaking made by or for the benefit of Borrower to or for the benefit of Lender, (iii) all costs and expenses incurred by Lender in the collection of any of the indebtedness described in this Paragraph or in connection with the enforcement of any of the duties and obligations of Borrower to Lender described in this Paragraph, including reasonable attorneys' fees and legal expenses, and (iv) all future advances made by Lender for the maintenance, protection, preservation or enforcement of or realization upon the Collateral or any portion of the Collateral, including without limitation advances for storage, transportation charges, taxes, insurance, and repairs.

"Business Day" means any day other than a Saturday, Sunday, or public holiday under the laws of the Commonwealth of Pennsylvania or other day on which Banks are not open for business.

"Collateral" shall mean the property commonly referred to as Treasure Lake 74, James Point Road, DuBois, PA 15801 together with all of Borrower's goods, investment property, intangibles and semi-intangibles, as such terms are used and defined in the UCC, more specifically described in the Line of Credit Security Agreement executed by Borrower and pledged to Lender to secure the Line of Credit ("**LINE OF CREDIT**") Note.

"Contract Rate" means the interest rate on the Line of Credit Note which shall be the Prime Rate plus five (5) percent and shall move on a daily basis with any changes in that rate. All interest will be computed on the basis of a 360-day year.

"Credit Facility" means the Revolving Credit Loan(s).

"Debt" means (i) indebtedness or liability for borrowed money, or for the deferred purchase price of property or services (including trade obligations) whether such indebtedness or liability is matured or unmatured, liquidated or unliquidated, direct or contingent, and joint or several; (ii) capitalized lease obligations; (iii) current liabilities in respect of unfunded vested benefits under any Plan; (iv) obligations under letters of credit; (v) all guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any person or entity, or otherwise to assure a creditor against loss; and (vi) obligations secured by any lien on property owned by such person or entity, whether or not the obligations have been assumed.

"Default" means an event which shall have occurred after an Event of Default has occurred and continues unremedied for a period of more than fifteen (15) Business Days.

"Default Rate" means Contract Rate plus three percent (3%).

"Eligible Locations" means Treasure Lake 74, James Point Road, DuBois, Pennsylvania 15801.

"Event of Default" means any event described as an Event of Default in Section 6.1.

"Fiscal Year" means for any given year, the twelve (12) month period ended December 31.

"Law" means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of the Commonwealth of Pennsylvania or the United States.

"Lien" means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature, including, but not limited to, any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security.

"Line Expiration Date" means the Credit Facility committed hereunder shall be evidenced by Borrower's Line of Credit Note which shall be for one (1) year and shall be renewable for additional year(s) at the Lender's sole option.

"Loan Document" or "Loan Documents" means singularly or collectively, as the context may require, (i) this Agreement, (ii) the Line of Credit Note, (iii) the Line of Credit Security Agreement; (iv) any and all mortgages, deeds of trust, guarantees, suretyship agreements, support agreements, patent security agreements, trademark security agreements, environmental and other indemnity agreements, pledge agreements, collateral assignments and other documents, instruments, certificates, assignments, blocked account or lockbox agreements, and any other agreements executed and delivered in connection with this Agreement, as any of them may be amended, modified, extended or supplemented from time to time.

"Loans" means the Revolving Credit Loans.

"Note" means the Line of Credit Note Borrower executed and delivered pursuant to this Agreement, together with any other note or notes executed and delivered pursuant to this Agreement (including any Supplement) and all extensions, renewals, refinancings or refundings thereof, in whole or in part.

"Office", when used in connection with Lender, means his office located at 100 State Street, Suite 440, Erie, Pennsylvania 16507, or such other Office as Lender may designate in writing from time to time.

"Official Body" means any government or political subdivision or any agency, authority, bureau, central Lender, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

"Potential Default" means any event or condition which, with notice or passage of time, would constitute an Event of Default, other than an Event of Default under Section 6.1(h) hereof.

"Prime Rate" shall mean the domestic prime interest rate published in the Wall Street Journal as of the date of the Agreement, which rate shall change as of the date such change is published in the Wall Street Journal. The Prime Rate may be greater or less than other interest rates charged by Lender to other borrowers and is not solely based or dependent upon the interest rate which Lender may charge any particular borrower or class of borrowers.

"Revolving Credit Loans" mean the loan or loans made and outstanding under a revolving line of credit by Lender to Borrower under this Agreement or any amendments thereto from time to time.

"Supplement" means any one or more of the Supplements to this Agreement that may be executed and delivered by and between Lender and Borrower to supplement, modify or amend the provisions of this Agreement now or at any time after the date of this Agreement as each such supplement may be further supplemented, modified or amended.

ARTICLE II

THE CREDIT FACILITIES

2.1 Revolving Credit Loans. Subject to the terms and conditions and relying upon the representations and warranties set forth in this Agreement and the other Loan Documents, Lender agrees to make Revolving Credit Loans upon request to Borrower at any time or from time to time on or after the date of this Agreement, to and including the day immediately preceding the Line Expiration Date, in an aggregate principal amount not exceeding at any one time outstanding the Borrowing Base (as described in Section 2.2 of this Agreement). This Agreement shall be renewable, at Lender's sole option, for one (1) year periods from the Line Expiration Date, and may be terminated on the Line Expiration Date at Lender's sole and absolute discretion. Subject to Section 7.1 hereof, Lender shall notify Borrower at least thirty (30) days prior to the next Line Expiration Date whether it intends to renew the Revolving Credit Loans as of such Line Expiration Date. If at any time the sum of all Revolving Credit Loans outstanding exceeds the Borrowing Base, Borrower shall immediately repay to Lender, in funds immediately available, the amount of such excess together with all accrued interest on the amount of such repayment. The obligation of Borrower to repay the unpaid principal amount of the Revolving Credit Loans and to pay interest on the unpaid principal amount will be evidenced by, among other documents, Borrower's Line of Credit Note, in the form signed by Borrower this same date, or by any extension, renewal, refinancing or refunding in whole or part of such Line of Credit Note. Borrower shall use the proceeds of the Revolving Credit Loans to provide for Borrower's needs.

2.2 Borrowing Base. The maximum aggregate principal borrowing availability under this Agreement applicable to the Revolving Credit Loans shall be equal to Two Hundred Fifty Thousand (\$250,000.00) Dollars ("Borrowing Base").

2.3 Making Of Revolving Credit Loans. On any Business Day when Borrower desires that Lender make a Revolving Credit Loan, Borrower shall provide notice to the Lender by 11:00 A.M. Eastern Time. Subject to the terms and conditions of this Agreement, Lender shall make the proceeds of the Revolving Credit Loan available to the Borrower as soon as practicable thereafter at Lender's Office. Lender may deduct from loan advances under this Agreement reserves for accrued interest and such other reasonable expenses as it deems appropriate. Subject to the foregoing and the other provisions of this Agreement, Borrower may from time to time borrow, repay and reborrow under the Revolving Credit Loans.

2.4 Interest Rates.

A) Interest Rates On Revolving Credit Loans. The unpaid principal amount of the Revolving Credit Loans shall bear interest for each day until due at a rate per year equal to the Contract Rate, such interest rate to change automatically from time to time effective as of the effective date of each change in the Prime Rate.

B) Interest After Default. After the principal amount of any part of the Loans shall have become due (at maturity, by acceleration or otherwise) or upon the occurrence of one or more of the Events of Default and subsequent Default (and for so long as any such Default shall continue), as compensation to Lender for the increased cost of administering the Loans, the Loans outstanding will bear interest for each day until paid (before and after judgment) at a rate per year which will be the Default Rate, subject to Paragraph 2.4(c) hereof, such interest rate to change automatically from time to time effective as of the effective date of each change in the Prime Rate.

C) Usury. In the event the rates of interest or returns provided for in this Agreement (including any Supplement) are finally determined by any Official Body to exceed the maximum rate of interest permitted by applicable usury or similar Laws, their or her application will be suspended, appropriate adjustments will be made and there will be charged instead the maximum rate of interest permitted by such Laws. In the event Lender ever receives as interest any such excess, that amount shall be deemed a partial payment of principal and treated as such hereunder and under the Note.

D) Computation Of Interest. Interest on the Loans shall be computed on the basis of a three hundred sixty (360) day year and the actual number of days elapsed in a period during which it accrues. In computing interest on any Loan, the date of the making of the Loan shall be included and the date of payment shall be excluded if payment is received on or before the time specified in Section 2.6. The Borrower shall, however, be charged for one day's interest for any Loan made and repaid on the same day.

2.5 **Intentionally omitted.**

2.6 Payments. All payments to be made in respect of principal, interest, fees or other amounts due from Borrower in accordance with the Revolving Credit Loans or under the Line of Credit Note are payable at 12:00 Noon, Eastern Time, on the day when due, without presentment, demand, protest or notice of any kind, all of which Borrower expressly waives, and an action for the payments will accrue immediately. All such payments must be made to Lender at his Office in U.S. dollars and in funds immediately

available at such Office, without setoff, counterclaim or other deduction of any nature. Interest on the Loans will be due and payable on the first day of each month in arrears. All such payments shall be applied to accrued and unpaid interest, outstanding principal and other sums due under this Agreement in such order as Lender, in his sole discretion, shall elect. On the day when any such payment shall be due, Lender may, but shall not be obligated to, either (i) deduct the amount of such payment from any disbursement account maintained by Borrower with Lender, or (ii) if borrowing availability exists under Section 2.2 of this Agreement, advance to Borrower the amount of such payment, with such amount to be immediately applied by Lender to such payment and added to the outstanding principal of the Revolving Credit Loans.

2.7 Indemnity. Borrower will indemnify Lender against any loss or reasonable expense which Lender sustains or incurs as a consequence of an Event of Default, including, without limitation, any failure of Borrower to pay when due (by demand or otherwise) any principal, interest, commitment fee or any other fees or amounts due under this Agreement or the other Loan Documents. If Lender sustains or incurs any such loss or expense, it will from time to time notify Borrower in writing of the amount determined in good faith by Lender (which determination will be presumptively deemed correct absent manifest error) to be necessary to indemnify Lender for the loss or expense. Subject to Section 2.4(c) hereof, any amount payable to Lender under this Section will bear interest at the Default Rate until paid (before and after judgment).

ARTICLE III

GENERAL REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that on and as of the date of this Agreement and the date of each Loan:

3.1 Execution And Binding Effect. This Agreement and the other Loan Documents to which Borrower is a party have been duly and validly executed and delivered by Borrower and each such document or agreement, when duly executed and delivered by each other party thereto, constitutes a legal, valid and binding obligation of Borrower enforceable in accordance with her terms.

3.2 Absence Of Conflicts. The execution, delivery and performance of this Agreement and the other Loan Documents will not (a) violate any Law or any order or injunction of any Official Body or (b) result in a breach of or a default under any agreement

or instrument to which Borrower is a party or by which Borrower or any of her properties (now owned or acquired in the future) may be subject.

3.3 Control Of Collateral. Borrower has good, indefeasible and marketable title to all the Collateral. Borrower owns all Collateral and owns or has a leasehold interest in all properties on which Collateral is located. All Collateral which is tangible personal property is located at the Eligible Location.

3.4 Financial Statements. All Borrower's financial statements (including the notes) delivered to Lender fairly present Borrower's financial condition as of the end of the specified fiscal periods, the results of her operations and the changes in financial position for the fiscal periods then ended, and conform with GAAP applied on a basis consistent with that of the preceding fiscal periods.

3.5 Taxes. All taxes, assessments, fees and other governmental charges upon Borrower or upon any of her properties, incomes, sales or franchises which are due and payable have been paid and all tax returns for such taxes have been properly prepared, executed and filed.

3.6 Contracts. Borrower is not a party to or subject to any agreement, lease or instrument of any kind material, singly or in the aggregate, to Borrower's assets or financial condition other than agreements, leases or instruments made known to Lender. Borrower is not in default under or in breach of any agreement, lease or instrument to which the Borrower is a party or by which her or any of her properties (now owned or acquired in the future) may be subject or bound.

3.7 Litigation. After due inquiry, Borrower is not aware of any pending, contemplated or threatened action, suit or proceeding by or before any Official Body against or affecting Borrower, at law or equity, except those Borrower has disclosed in writing to Lender.

3.8 Compliance With Laws. Borrower is not in violation of or subject to any contingent liability on account of any Law, except those Borrower has disclosed in writing to Lender.

3.9 Environmental Matters. Unless previously disclosed to Lender, (a) Borrower is not in violation of any Law and has not received a notice alleging such violation or is aware of any facts indicating, concerning or relating to the environment or the existence, generation, storage, transportation or disposal of any material or substance (any such material

or substance hereinafter referred to as a "**Hazardous Substance**") regulated by any such Law (collectively referred to in this Section as the "**Environmental Laws**"); (b) Borrower has not, nor, to Borrower's best knowledge after due inquiry, has any predecessor person or entity at such location arranged, by contract, agreement or otherwise, (i) for the disposal or treatment of, or (ii) for the transport and disposal or treatment of any substance or material regulated by an Environmental Law at or to any location identified under an Environmental Law concerning cleanup of waste disposal sites; (c) Borrower is not an "**owner**" or "**operator**" of a "**facility**" as defined under any Environmental Law; and (d) neither Borrower nor any of her Affiliates "**owned**" or "**operated**" any "**facility**" at the time any Hazardous Substances were disposed of within the meaning of any Environmental Law.

3.10 No Event Of Default; No Material Adverse Change. No event has occurred and is continuing and no condition exists which constitutes an Event of Default or Potential Default. Since the date of Borrower's last fiscal year end and/or quarterly financial statement delivered to Lender, there has been no material adverse change in the assets or financial statements presented to Lender except those Borrower has disclosed in writing to Lender.

3.11 Accurate And Complete Disclosure. Borrower has not made any representation or warranty under this Agreement or the other Loan Documents and Borrower has not made any statement in any financial statement (furnished pursuant to this Agreement or otherwise), certificate, report, exhibit or document furnished to Lender pursuant to or in connection with this Agreement which is false or misleading in any material respect (including by omission of material information necessary to make such representation, warranty or statement not misleading). Borrower has disclosed to Lender in writing every fact known to Borrower which materially and adversely affects, or would materially and adversely affect, Borrower's assets or financial condition or her ability to perform her obligations under this Agreement and the other Loan Documents.

3.12 Margin Stock. Borrower will make no borrowing under this Agreement for the purpose of buying or carrying any "**margin stock**", as such term is used in Regulation "U" and related regulations of the Board of Governors of the Federal Reserve System, as amended from time to time. Borrower does not own any margin stock. Borrower is not engaged in the business of extending credit to others for the purpose of purchasing or maintaining margin stock and no part of the proceeds of any borrowing under this Agreement will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

ARTICLE IV

COVENANTS RELATING TO FINANCIAL REPORTING AND INFORMATION REQUIREMENTS

4.1 Annual Tax Returns. As soon as practicable, and in any event within ninety (90) days after the close of each year, Borrower will furnish to Lender Borrower's tax returns as filed with the Internal Revenue Service for such fiscal year.

4.2 Notice of Certain Events. Promptly upon becoming aware of the occurrence of existence of any such event or circumstance, Borrower will give Lender telephonic or telegraphic notice (with written confirmation sent on the same or next Business Day) of (a) any Event of Default or Potential Default hereunder; (b) any material adverse change in Borrower's assets or financial condition or any development or occurrence which would materially and adversely affect Borrower's ability to perform her obligations under this Agreement; (c) the existence or threat of any proceedings by or before any Official Body against or affecting Borrower or the Collateral; (d) a default under any note, indenture, loan agreement, mortgage, lease or other agreement to which Borrower is a party.

4.3 Further Information. Borrower will promptly furnish Lender such other information in such form as Lender may reasonably request from time to time.

ARTICLE V

GENERAL COVENANTS

Borrower covenants to Lender as follows:

5.1 Insurance. Borrower will maintain insurance with financially sound and reputable insurers with respect to properties and business and against such liabilities, casualties and contingencies and of such types and in such amounts as is satisfactory to Lender and as is customary in the case of borrowers having similar properties similarly situated. Risk of loss of, damage to, or destruction of the Collateral is on Borrower. Each of Borrower's policies of insurance shall contain lender's loss payable clauses in favor of Borrower and Lender as their respective interests may appear, shall insure Lender regardless of Borrower's conduct or neglect, and shall contain provision for written notification to Lender thirty (30) days prior to the termination or material modification of such policy. All such policies and certificates evidencing the same shall be deposited with Lender. If

Borrower fails to effect and keep in full force and effect such insurance or fails to pay the premiums when due, Lender may (but shall not be obligated to) do so for the account of Borrower and add the cost thereof to the Lender Debt. Borrower assigns and sets over to Lender all monies which may become payable on account of such insurance and directs the insurers to pay Lender any amount so due. Borrower irrevocably appoints Lender as her attorney-in-fact to endorse any draft or check which may be payable to Borrower in order to collect the proceeds of such insurance. Unless an Event of Default under this Agreement has occurred and is continuing and upon Borrower's satisfaction of such conditions and requirements regarding the use of the proceeds as Lender may in his sole discretion reasonably impose, Lender will turn over to Borrower the proceeds of any such insurance collected by Lender. Any balance of insurance proceeds remaining in the possession of Lender after payment in full of all Lender Debt (incurred under this Agreement or otherwise) shall be paid over to Borrower or her order.

5.2 Compliance with Laws. Borrower shall comply with all applicable Laws. In the event of inadvertent non-compliance with any Laws, Borrower shall, upon notice of non-compliance, notify Lender and cure such non-compliance promptly.

5.3 Taxes. Borrower shall promptly file all tax returns and other reports which she is required to file and promptly pay all taxes, assessments and other charges due and owing.

5.4 Negative Covenants. Borrower has not and shall not at any time:

A) Create, incur, assume or suffer to exist any Lien on any of her property or assets, tangible or intangible, except Liens existing on the date of this Agreement and disclosed to Lender, Liens permitted by Lender in writing, Liens in favor of Lender, or purchase money security interests created in the ordinary course of Borrower's business;

B) Create, incur, assume or suffer to exist any Debt, except Debt to Lender, Debt existing on the date of this Agreement, Debt described in the Loan Documents and permitted by the Lender in writing, and accounts payable and other current items arising out of transactions (other than borrowings) in the ordinary course of Borrower's business;

C) Directly or indirectly assume, guarantee, endorse or otherwise agree, become or remain directly or contingently liable upon or with respect to any obligation or liability of any other person, firm or entity;

D) Enter into or suffer to remain in effect any agreement to lease, as lessee, any real or personal property, except leases existing on the date of this Agreement and disclosed in writing to Lender unless hereafter permitted by Lender in writing;

E) Sell, convey, assign, lease, abandon or otherwise transfer or dispose of, voluntarily or involuntarily (any of the foregoing being referred to in this Section as a "**transaction**" and any series of related transactions constituting but a single transaction), any of her properties or assets, tangible or intangible except for sales of obsolete or unused assets or as Lender shall approve;

F) Use the proceeds of the Revolving Credit Loans for any purpose other than providing for Borrower's needs; and

G) Allow the balance outstanding of the Revolving Credit Loans to exceed the Borrowing Base.

ARTICLE VI

DEFAULTS

6.1 Events of Default. An Event of Default means the occurrence or existence of one or more of the following events or conditions (whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of Law):

A) Borrower passes away;

B) Borrower fails to pay, when due, principal or interest on the Note or any other fee or other amount payable pursuant to this Agreement, any of the other Loan Documents, or any other agreement, instrument, document or undertaking arising under or in connection with any Lender Debt; or

C) Any representation or warranty Borrower made under this Agreement, the other Loan Documents or any statement made by Borrower in any financial statement, certificate, report, exhibit or document furnished by Borrower or any guarantor, as the case may be, to Lender pursuant to this Agreement or the other Loan Documents shall prove to have been false or misleading as of the time when made; or

D) Lender's security interest in Borrower's assets under this Agreement or any of the other Loan Documents is or becomes unperfected; or

E) Borrower is in default in the performance or observance of any other covenant, agreement or duty under this Agreement, any of the other Loan Documents or any of the other agreements, instruments, documents or undertakings arising under or in connection with any Lender Debt and fails to cure said default within thirty (30) calendar days; or

F) Borrower (i) defaults (as principal, guarantor or other surety) in any payment of any obligation (or set of related obligations) for borrowed money beyond any period of grace with respect to the payment, or (ii) defaults in the observance of any other covenant, term or condition contained in any agreement, document or instrument, whenever made, existing between the Borrower and any other person, firm or entity if such breach would have a material adverse effect on Borrower's business, profits, assets or condition (financial or otherwise); or

G) A judgment for the payment of money or a writ or warrant of attachment, garnishment, execution, distress or similar process is entered or issued against Borrower or any of her properties and remains undischarged or unstayed for a period in excess of sixty (60) days (except that the execution of said judgment, writ or warrant against any Collateral shall constitute an Event of Default and not be subject to cure); or

H) Borrower becomes insolvent, becomes generally unable to pay her debts as they become due, makes a general assignment for the benefit of creditors, or dissolves, winds-up or liquidates herself or any substantial part of her property, or takes any action in furtherance or any of the foregoing; or

I) A proceeding is instituted by or against Borrower: (i) seeking or securing an order for relief with respect to Borrower or seeking a declaration or entailing a finding that Borrower is insolvent or a similar declaration or finding, or (ii) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for Borrower or for all or any substantial parts of her assets; and, in the case of a proceeding instituted against Borrower without her consent, said proceeding shall not be stayed or dismissed within sixty (60) calendar days.

6.2 Consequences of an Event of Default.

A) If an Event of Default as specified in Section 6.1 of this Agreement occurs and, if applicable, Borrower fails to cure the Event of Default within the stated cure period (which period shall commence with the earlier of Borrower's receipt of notice sent by Lender in accordance with Section 8.3 hereof or Borrower's knowledge or receipt of actual notice of the Potential Default), an Event of Default shall have occurred and Lender shall be under no further obligation to make any Loans and may demand all amounts Borrower owes under this Agreement and the other Loan Documents to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which Borrower hereby expressly waives, and an action for any amounts due shall accrue immediately. Upon notice of an Event of Default from Lender sent by telecopy and received by Borrower, Borrower shall immediately, and not later than the day following receipt of such telecopied notice, notify Lender that receipt has been made.

B) If an Event of Default occurs or exists Lender may, in his sole and absolute discretion, reduce the Borrowing Base by adjusting the advance rates or by creating such additional reserves as Lender shall, in his sole and absolute discretion, deem appropriate.

C) If an Event of Default occurs and a Default shall have occurred or exists, Lender may exercise each and every right and remedy granted to Lender under the Loan Documents, the UCC and any other applicable Law. All such rights and remedies are cumulative and not exclusive of any rights or remedies which Lender would otherwise have.

6.3 Remedies with Respect to the Collateral. If any one or more of the Events of Default shall occur or shall exist, and a Default shall have occurred, Lender may then, or at any time thereafter: (a) foreclose his lien, mortgage, or security interest in the Collateral in any way permitted by law, or upon ten (10) days prior written notice to Borrower, sell any or all the Collateral at private sale at any time or place in one or more sales, at such price or prices and upon such terms, either for cash or on credit, as Lender in his sole and absolute discretion may elect, or sell any or all Collateral at public auction, either for cash or on credit, as Lender, in his sole and absolute discretion may elect, and at any such sale, Lender may bid for and become the purchaser of any or all such Collateral (pending any such action Lender may liquidate the Collateral); (b) grant extension to, or adjust claims of, or make compromises or settlements with debtors, guarantors or any other parties with respect to the Collateral or any guarantors or any other parties with respect to the Collateral or any securities, guarantees or insurance applying thereon, without notice to or the consent of Borrower, without affecting Borrower's liability under this Agreement or the Notes

(Borrower waives notice of protest of any Accounts, Chattel Paper or any of her contract rights and any other notices to which Borrower may be entitled); (c) enter any premises where the Collateral is located and take possession and control of such collateral without demand or notice and without prior judicial hearing or legal proceedings, which Borrower expressly waives; (d) require Borrower to promptly assemble the Inventory and other Collateral, and make them available to Lender at a place or places to be designated by Lender (the right of Lender under this paragraph to have the Inventory and other Collateral assembled and make available to Lender is the essence of this Agreement and Lender may, at his election, enforce such right by a bill in equity for injunctive relief or specific performance); and (e) apply the Proceeds of any sale or liquidation of the Collateral, and, subject to Section 5.2 of this Agreement, any Proceeds received by Lender from insurance, first to the payment of the reasonable costs and expenses incurred by Lender in connection with such sale or collection, including without limitation reasonable attorneys' fees and legal expenses, second to the payment of Lender Debt, whether on account of principal or interest or otherwise as Lender in his sole and absolute discretion may elect, and then to pay the balance, if any, to Borrower or as otherwise required by law. If such Proceeds are insufficient to pay the amounts required by law, Borrower shall be liable for any deficiency.

6.4 Set-Off. If the unpaid principal or any other amount Borrower owes under this Agreement, the other Loan Documents or the Lender Debt shall have become due and payable (at maturity, by demand, by acceleration or otherwise), Lender shall have the right to apply all funds it holds on Borrower's behalf against the amounts due and owing. Lender will also have the right to set-off any funds Lender owes Borrower against any monies Borrower owes under the aforesaid documents. Lender's right to set-off is in addition to all other rights and remedies available to it and may be accomplished without notice to Borrower.

ARTICLE VII

TERMINATION, PREPAYMENT AND FEES RELATED THERETO

7.1 Termination of Credit Facilities. The Credit Facilities made available to Borrower under this Agreement are terminable by Lender at his sole and absolute discretion on the Line Expiration Date or upon the occurrence of an uncured Event of Default under this Agreement. Lender shall notify Borrower in writing that Lender is not willing to renew the Credit Facilities at least thirty (30) days before the Line Expiration Date or Borrower shall notify Lender that it desires to terminate the Credit Facilities on the Line Expiration Date. Subsequent renewals shall be for a one (1) year period; provided, however,

lender shall not be obligated to make any such renewal if any Event of Default exists. Lender may require, in his sole and absolute discretion, additional terms and conditions and/or the payment of additional fees as a condition of such renewal.

7.2 Prepayment. Borrower may pay in full the Revolving Credit Loans and terminate the Credit Facilities at any time without penalty for prepayment.

7.3 Effect of Termination. In the event the Credit Facilities are terminated for any reason or Default occurs, the outstanding balance of the Revolving Credit Loans, and of any other Loan or Loans together with any accrued and unpaid interest thereon, any fee payable pursuant to this Agreement, and any other sums then due pursuant to the terms of this Agreement, the other Loan Documents or any other agreement, instrument, or document or undertaking arising under or in connection with any Lender Debt, shall be due and payable immediately. Notwithstanding termination of this Agreement, prepayment or a Default, all of Borrower's covenants and agreements will continue in full force and effect from and after the date of this Agreement until payment in full of all of Borrower's obligations under this Agreement or applicable law with respect to all Lender Debt. All Borrower's obligations to indemnify Lender expressly provided for in any one or more of the Loan Documents will survive the payment in full of all obligations under this Agreement and the other Loan Documents.

ARTICLE VIII **MISCELLANEOUS**

8.1 Holidays. Whenever any payment or action to be made or taken under this Agreement or under any of the other Loan Documents is stated to be due on a day which is not a Business Day, such payment or action will be made or taken on the next following Business Day and such extension of time will be included in computing interest or fees, if any, in connection with such payment or action.

8.2 Loan Account. Lender will open and maintain on his books a loan account (the "Loan Account") with respect to Loans made, repayments, prepayments, the computation and payment of interest and fees and the computation and final payment of all other amounts due and sums paid to Lender under this Agreement or the other Loan Documents. Except in the case of manifest error in computation, the Loan Account will be presumptively deemed correct as to the amount at any time due to Lender from Borrower under this Agreement or the other Loan Documents.

8.3 Amendments and Waivers; No Implied Waiver. Lender and Borrower may from time to time enter into agreements amending, modifying or

supplementing this Agreement or any other Loan Document or changing Lender's or Borrower's rights under this Agreement or under any other Loan Document and Lender may from time to time grant waivers or consents to a departure from Borrower's due performance of her obligations under this Agreement or under any other Loan Document. Any such agreement, waiver or consent must be in writing and will be effective only to the extent specifically set forth in such writing and no such waiver or consent will extend to any other or subsequent Event of Default or Default. Neither Lender's course of dealing, his delay or failure in exercising any right, power or privilege under this Agreement or any other Loan Document, nor any single or partial exercise of any such right, power or privilege will affect any other or future exercise of any such right, power or privilege or exercise of any other right, power or privilege.

8.4 Notices. All notices, requests, demands, directions and other communications (collectively "**notices**") under the provisions of this Agreement must be in writing (including telecopies) unless otherwise expressly permitted under this Agreement and must be sent by first-class or first-class express mail, private overnight or next Business Day courier or by telecopy with confirmation in writing mailed first class, in all cases with charges prepaid, and any such properly given notice will be effective when received. All notices will be sent to the applicable party at the addresses stated in the heading of this Agreement or in accordance with the last unrevoked written direction from such party to the other parties.

8.5 Expenses; Taxes; Attorneys' Fees. Borrower agrees to pay or cause to be paid and to save Lender harmless against liability for the payment of all reasonable out-of-pocket expenses, including but not limited to reasonably attorneys' fees incurred by Lender from time to time (i) arising in connection with the preparation, execution, delivery and performance of this Agreement and the other Loan Documents, (ii) relating to any requested amendments, waivers or consents to this Agreement or any of the other Loan Documents and (iii) arising in connection with Lender's enforcement or preservation of rights under this Agreement or any of the other Loan Documents or the Lender Debt, including but not limited to such expenses as may be incurred by Lender in the collection of the outstanding principal amount of the Lender Debt from Borrower, her guarantor or surety. Borrower agrees to pay the costs of all lien searches and all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or in the future determined by Lender to be payable in connection with this Agreement, any other Loan Document or the Lender Debt. Borrower also agrees to pay all reasonable audit fees charged by Lender to audit Borrower's assets, bonds and records as well as Lender's charges with respect to wire transfers initiated under this Agreement, any of the Loan Documents, or otherwise at Borrower's direction.

8.6 Severability. The provisions of this Agreement are intended to be severable. If any provisions of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, the provision will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.

8.7 Governing Law. This Agreement will be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes will be governed by and construed and enforced in accordance with the laws of said Commonwealth, without regard to the principles of choice of law thereof, except that the UCC (including the conflict of law provisions of the UCC) shall govern the effect of perfection of the Lender's security interest in the Collateral.

8.8 Consent to Jurisdiction. Borrower consents to the exclusive jurisdiction and venue of the federal and state courts located in Erie County, Pennsylvania, in any action on, relating to or mentioning this Agreement, the other Loan Documents, or any one or more of them.

8.9 Miscellaneous. This Agreement and the other Loan Documents supersede all prior understandings and agreements, whether written or oral, among the parties relating to the transactions provided for in this Agreement and the other Loan Documents. Each Supplement now or at any time in the future attached to this Agreement is incorporated into and made a part of this Agreement, effective as of the date of such Supplement. The section headings contained in this Agreement are for convenience only and do not limit or define or affect the construction or interpretation of this Agreement in any respect. This Agreement may be executed in separate counterparts each of which, when so executed, will be deemed an original, but each such counterpart will constitute but one and the same instrument. This Agreement will be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, except that Borrower may not assign or transfer any of her rights under this Agreement without Lender's prior written consent. The rights and benefits of this Agreement and the other Loan Documents are not intended to and shall not inure to the benefit of any third party.

8.10 Environmental Indemnification. Borrower agrees that it will indemnify and hold Lender harmless from any and all loss, damage, cost, liability or expense (including reasonable attorneys' fees) arising out of the use, generation, storage or release of any hazardous waste or substance in Borrower's business or on her properties.

8.11 Survival. All covenants, agreements, acknowledgements, representations or warrants shall survive the execution, delivery and acceptance thereof by the parties.

8.12 Notice of Acts, Omissions. Borrower agrees to give prompt written notice to Lender of any acts or omissions in connection with Borrower's obligations under this Agreement.

8.13 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ALL BENEFIT AND ADVANTAGE OF ANY RIGHT TO A TRIAL BY JURY AND AGREE THAT THEY WILL NOT AT ANY TIME INSIST UPON, PLEAD, OR IN ANY MANNER WHATSOEVER CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF A TRIAL BY JURY IN ANY ACTION ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS.

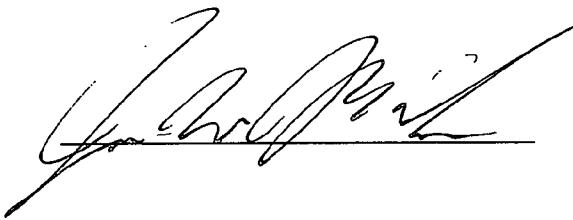
INITIALS:

A handwritten signature consisting of the initials "JER" in a cursive script.A handwritten signature consisting of the initials "RWR" in a cursive script.

{SIGNATURE PAGE TO FOLLOW}

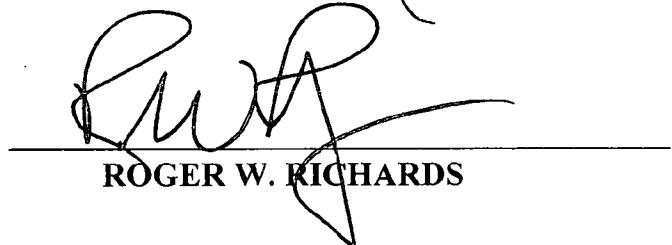
IN WITNESS WHEREOF, and intending to be legally bound, the parties, by their duly authorized officers, have executed and delivered this Agreement as of the date set forth at the beginning of this Agreement.

WITNESS:



Irene E. Richards

IRENE E. RICHARDS



Roger W. Richards

ROGER W. RICHARDS

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.
ATTORNEYS AT LAW

Lawrence C. Bolla, Esquire
Also Admitted in OH and NY
lbolla@quinnfirm.com

2222 W. Grandview Blvd.
Erie, PA 16506
814/833-2222 Phone
814/833-6753 Fax
www.quinnfirm.com

July 14, 2008

VIA CERTIFIED MAIL
7007 0220 0000 5911 3984

Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE (hereinafter the "Mortgage") held by **ROGER W. RICHARDS**, (hereinafter we, us or ours) on your property located at **74 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801** IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$264,187.39. The total amount now required to cure this default, or in otherwise, get caught up in your payments, as of the date of this letter is \$264,187.39.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$264,187.39, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at **ROGER W. RICHARDS, 100 STATE STREET, SUITE 440, ERIE, PENNSYLVANIA 16507**.

If you do not cure default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose on your mortgaged property. If the mortgage is foreclosed, your property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.



July 9, 2008

Page 2

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately November, 2008. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: (814) 833-2222. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property.

YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL OF THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three (3) times in any calendar year.

July 9, 2008
Page 3

Very truly yours,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By



Lawrence C. Bolla, Esquire

Pa. Id. No. 19679

2222 West Grandview Boulevard

Erie, PA 16506

(814)833-2222

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

[15 U.S.C. §1692(e)(11)]

c: Roger W. Richards

MMS

Document #404572, v1

Date: July 14, 2008

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICATION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTRA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

| | |
|--------------------------|---|
| HOMEOWNER'S NAMES: | <u>Irene E. Richards</u> |
| PROPERTY ADDRESS: | <u>74 Treasure Lake, DuBois, PA 15801</u> |
| LOAN ACCT. NO.: | <u>None</u> |
| ORIGINAL LENDER: | <u>Roger W. Richards</u> |
| CURRENT LENDER/SERVICER: | <u>Roger W. Richards</u> |

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses, and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE. – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:
74 Treasure Lake, DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT MADE MORTGAGE PAYMENTS and the following amounts are now past due:
The amount of \$264,187.39 is due and payable.

Other charges (explain/itemize) _____

TOTAL AMOUNT PAST DUE: \$264,187.39

- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$264,187.39, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Roger W. Richards
100 State Street
Suite 440
Erie, PA 16507

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT – If you do not cure the default within THIRTY (30) DAYS of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately three (3) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

| | |
|-----------------|---|
| Name of Lender: | Roger W. Richards |
| Address: | 100 State Street, Suite 440, Erie, PA 16507 |
| Phone Number: | (814)455-0370 |
| Fax Number: | (814)454-7411 |
| Contact Person: | Roger W. Richards |

EFFECT OF SHERIFF'S SALE – You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE – You may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Clearfield County:

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814)238-3668
(800)922-9537

CCCS of Western PA
Royal Remax Plaza
917 A Logan Boulevard
Altoona, PA 16602
(888)511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724)465-2657

The NORCAM Group
4200 Crawford Avenue
Suite 200
Northern Cambria, PA 15714
(814)948-4444

Very truly yours,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By 
Lawrence C. Bolla, Esquire

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE
[15 U.S.C. §1692(e)(11)]

C: Roger W. Richards

MMS

Document #404570, v1

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:

Terri E. Richards
74 Tressel Lane
Dubois PA 15801

| COMPLETE THIS SECTION ON DELIVERY | | | |
|---|--|--|--|
| A. Signature | | | |
| <input checked="" type="checkbox"/>  | | | |
| B. Received by (Printed Name) <input checked="" type="checkbox"/> RICHARD S | | | |
| C. Date of Delivery <input checked="" type="checkbox"/> 7-18-05 | | | |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |

| 3. Service Type | |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |
| 4. Restricted Delivery? (Extra Fee) | |
| <input type="checkbox"/> Yes | |

102595-02-M-1540

PS Form 3811, February 2004
(Transfer from service label) 7007 0220 0000 5911 3984
1111 Domestic Return Receipt

FILED

AUG 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20886
NO: 08-1567-CD

PLAINTIFF: ROGER W. RICHARDS

vs.

DEFENDANT: IRENE E. RICHARDS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/10/2008

LEVY TAKEN 12/15/2008 @ 3:00 PM

POSTED 12/15/2008 @ 3:00 PM

SALE HELD 2/6/2009

SOLD TO ROGER W. RICHARDS

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 2/20/2009

DATE DEED FILED 2/20/2009

PROPERTY ADDRESS 74 TREASURE LAKE ROAD, SECT. 9, LOT 115 DUBOIS , PA 15801

FILED
01/11/2009
FEB 20 2009
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

1/7/2009 @ 9:05 AM SERVED IRENE E. RICHARDS C/O ROGER W. RICHARDS

MICHAEL CANNAVINO, DEPUTY, ERIE COUNTY SHERIFF'S OFFICE SERVED IRENE W. RICHARDS, DEFENDANT, AT 140 W. 6TH STREET, ERIE, ERIE COUNTY, PENNSYLVANIA BY HANDING TO ROGER RICHARDS/POWER OF ATTORNEY

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20886
NO: 08-1567-CD

PLAINTIFF: ROGER W. RICHARDS
VS.
DEFENDANT: IRENE E. RICHARDS

Execution REAL ESTATE

SHERIFF RETURN

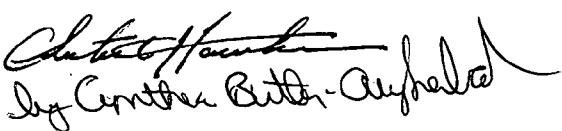
SHERIFF HAWKINS \$224.50

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2008

So Answers,


In Counter Better Applied

Chester A. Hawkins
Sheriff

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

Roger W. Richards,

Vs.

NO.: 2008-01567-CD

Irene E. Richards,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

(1) See Exhibit A

(2)

AMOUNT DUE/PRINCIPAL: \$264,187.39
INTEREST FROM: date of judgment to \$1,476.62
November 3, 2008 (\$43.43 per day)
ATTY'S COMM: \$
DATE: 11/10/2008

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 10th day
of November A.D. 2008
At 3:00 A.M./P.M.

Cheska Hawkins

Sheriff By Cynthia Butter-Augherday

Requesting Party: Lawrence C. Bolla, Esq.
2222 West Grandview Boulevard
Erie, PA 16506-4508
814-833-2222

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION – LAW

NO. 08-1567 CD

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND designated as Lot No. 115, Section No. 9 "Antigus" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

- 1) All easements, rights of way, reservations, restrictions, and limitations as shown or contained in prior instruments of record and in the aforesaid recorded Plan.
- 2) The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
- 3) All mineral and mining rights of every kind and nature.
- 4) A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Home Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Being the same premises conveyed to Irene E. Richards by Deed of Raymond H. Brown and Nina C. Brown, husband and wife, dated July 3, 1984 and recorded on August 8, 1984 in Deed Book 963, page 491.

Being further identified as Sandy Township No. 128-C02-009-00115-00-21 and Control No. 128-081323 and commonly known as 74 Treasure Lake, DuBois, Pennsylvania.

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 08-1567 CD

DEED DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND designated as Lot No. 115, Section No. 9 "Antigus" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

- 1) All easements, rights of way, reservations, restrictions, and limitations as shown or contained in prior instruments of record and in the aforesaid recorded Plan.
- 2) The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
- 3) All mineral and mining rights of every kind and nature.
- 4) A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Home Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

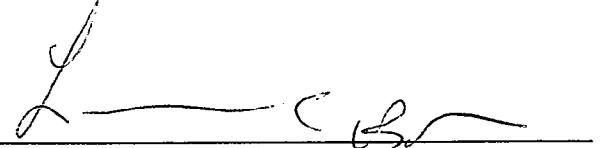
Being the same premises conveyed to Irene E. Richards by Deed of Raymond H. Brown and Nina C. Brown, husband and wife, dated July 3, 1984 and recorded on August 8, 1984 in Deed Book 963, page 491.

Being further identified as Sandy Township No. 128-C02-009-00115-00-21 and Control No. 128-081323 and commonly known as 74 Treasure Lake, DuBois, Pennsylvania.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO,
INC.

BY:


Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff, Roger W. Richards

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

NO. 08-1567 CD

ADVERTISING DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND designated as Lot No. 115, Section No. 9 "Antigus" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

- 1) All easements, rights of way, reservations, restrictions, and limitations as shown or contained in prior instruments of record and in the aforesaid recorded Plan.
- 2) The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
- 3) All mineral and mining rights of every kind and nature.
- 4) A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Home Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Being the same premises conveyed to Irene E. Richards by Deed of Raymond H. Brown and Nina C. Brown, husband and wife, dated July 3, 1984 and recorded on August 8, 1984 in Deed Book 963, page 491.

Being further identified as Sandy Township No. 128-C02-009-00115-00-21 and Control No. 128-081323 and commonly known as 74 Treasure Lake, DuBois, Pennsylvania.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO,
INC.

BY:


Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff, Roger W. Richards

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME IRENE E. RICHARDS C/O ROGER W. RICHARDS

NO. 08-1567-CD

NOW, February 19, 2009, 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 February 06, 2009, I exposed the within described real estate of Irene E. Richards to public venue or outcry at which time and place I sold the same to ROGER W. RICHARDS he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

| | |
|----------------------------|-----------------|
| RDR SERVICE | 15.00 |
| MILEAGE | 22.23 |
| LEVY | 15.00 |
| MILEAGE POSTING | 22.23 |
| CSDS COMMISSION | 10.00 |
| POSTAGE | 0.00 |
| HANDBILLS | 5.04 |
| DISTRIBUTION | 15.00 |
| ADVERTISING | 25.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | |
| ADD'L LEVY | |
| BID AMOUNT | 1.00 |
| RETURNS/DEPUTIZE | 9.00 |
| COPIES | 15.00 |
| BILLING/PHONE/FAX | 5.00 |
| CONTINUED SALES | 5.00 |
| MISCELLANEOUS | |
| TOTAL SHERIFF COSTS | \$224.50 |

DEED COSTS:

| | |
|-------------------------|----------------|
| ACKNOWLEDGEMENT | 5.00 |
| REGISTER & RECORDER | 28.50 |
| TRANSFER TAX 2% | 0.00 |
| TOTAL DEED COSTS | \$28.50 |

PLAINTIFF COSTS, DEBT AND INTEREST:

| | |
|--------------------------------|---------------------|
| DEBT-AMOUNT DUE | 264,187.39 |
| INTEREST @ 43.4300 % | 4,082.42 |
| FROM 11/04/2008 TO 02/06/2009 | |
| PROTH SATISFACTION | |
| LATE CHARGES AND FEES | |
| COST OF SUIT-TO BE ADDED | |
| FORECLOSURE FEES | |
| ATTORNEY COMMISSION | |
| REFUND OF ADVANCE | |
| REFUND OF SURCHARGE | 20.00 |
| SATISFACTION FEE | |
| ESCROW DEFICIENCY | |
| PROPERTY INSPECTIONS | |
| INTEREST | 1,476.62 |
| MISCELLANEOUS | |
| TOTAL DEBT AND INTEREST | \$269,766.43 |

COSTS:

| | |
|---------------------|-------------------|
| ADVERTISING | 1,391.25 |
| TAXES - COLLECTOR | |
| TAXES - TAX CLAIM | |
| DUE | |
| LIEN SEARCH | 100.00 |
| ACKNOWLEDGEMENT | 5.00 |
| DEED COSTS | 28.50 |
| SHERIFF COSTS | 224.50 |
| LEGAL JOURNAL COSTS | 126.00 |
| PROTHONOTARY | 135.00 |
| MORTGAGE SEARCH | 40.00 |
| MUNICIPAL LIEN | |
| TOTAL COSTS | \$2,050.25 |

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



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20886

TERM & NO. 08-1567-CD

ROGER W. RICHARDS
vs.
IRENE E. RICHARDS

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: ASAP

**MAKE REFUND PAYABLE TO ATTY LAWRENCE BOLLA, ESQ.
RETURN TO BE SENT TO THIS OFFICE**

SERVE: IRENE E. RICHARDS C/O ROGER W. RICHARDS

ADDRESS: 100 STATE STREET SUITE 440
ERIE, PA 16507

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF ERIE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Tuesday, December 30, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S RETURN - REGULAR

CASE NO: 2008-01567 M

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF ERIE

ROGER W RICHARDS

VS

IRENE E RICHARDS

MICHAEL CANNAVINO, Deputy Sheriff of ERIE

County, Pennsylvania, who being duly sworn according to law,
says, the within NOTICE OF SALE was served upon
RICHARDS IRENE E the
DEFENDANT, at 0905:00 Hour, on the 7th day of January, 2009
at 140 W 6TH STREET
ERIE, PA 16501 by handing to
ROGER RICHARDS POWER OF ATTY
a true and attested copy of NOTICE OF SALE together with

and at the same time directing His attention to the contents thereof.

So Answers:

Sheriff's Costs:

| | |
|-----------|-------|
| Docketing | 60.00 |
| Service | .00 |
| Affidavit | .00 |
| Surcharge | .00 |
| | .00 |
| | 60.00 |

Bob Merski
Bob Merski, Sheriff of Erie County

By Barbara D. Turcich 28

Deputy Sheriff

01/02/2009

QUINN BUSECK LEEMHUIS

Sworn and Subscribed to before

me this 7th day of January
2008 A.D.

Barbara D. Turcich

Notary

NOTARY PUBLIC

CARBARA D. TURCICH, Notary Public

City of Erie, Erie County

My Commission Expires April 7, 2011

FILED

FEB 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

2009-02-20 10:00 AM
FEB 20 2009
WILLIAM A. SHAW
PROTHONOTARY CLERK OF COURTS
CLERK OF COURT

ROGER W. RICHARDS,
Plaintiff,

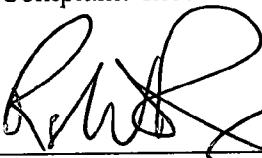
v.

IRENE E. RICHARDS,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY, PENNSYLVANIA
: CIVIL ACTION - LAW
: NO. 08-1507-CD

ACCEPTANCE OF SERVICE

I, Roger W. Richard, the duly appointed Power of Attorney for Irene E. Richards, hereby acknowledges that I have accepted service of the Complaint filed in this matter and am duly authorized to do so.

BY: 

Roger W. Richards
Power of Attorney for Irene E. Richards

Dated: August 25, 2008

Document #412414, v1

FILED NO cc
MILLIARD
AUG 28 2008
W.A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 28 2008

William A. Shaw,
Prothonotary/Clerk of Courts

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 08-1567 CD

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter Judgment in favor of the Plaintiff, Roger W. Richards, and against the Defendant, Irene E. Richards, for failure to file an Answer within the time prescribed by law and assess the Defendant for damages in the amount below:

| | |
|---|--------------|
| Amount claimed in Plaintiff's Complaint | \$264,187.39 |
|---|--------------|

| | |
|--|----|
| Interest according to law from date of entry of Judgment | \$ |
|--|----|

| | |
|--|--------|
| Attorney's Fees/Collection Costs (if applicable) | \$0.00 |
|--|--------|

| | |
|--------------|--------------|
| TOTAL | \$264,187.39 |
|--------------|--------------|

Plus Court Costs of Record.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.

BY:


Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff,
Roger W. Richards

FILED
in 11:50 a.m.
OCT 01 2008

60
William A. Shaw
Prothonotary/Clerk of Courts

Atty paid 20.00
1 CC & STATEMENT
TO ATTY
1 CC w/ NOTICE TO
Def. - Irene E. Richards
c/o 100 State St.
Suite 440
Erie PA 16507
Irene E. Richards
74 Treasure Lake
DuBois PA 15801

ROGER W. RICHARDS,
Plaintiff,

v.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 08-1567 CD

IRENE E. RICHARDS,
Defendant.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ERIE

I, Lawrence C. Bolla, being duly sworn according to law, depose and say the following:

- 1) That I am the attorney for the Plaintiff, Roger W. Richards, in the above-captioned matter.
- 2) The Defendant(s) in the above entitled case is/are not engaged in the military service of the United States of America.
- 3) The last known address of the Defendant(s) is/are:

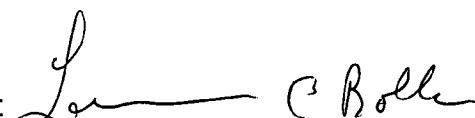
Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

Irene E. Richards
c/of 100 State Street
Suite 440
Erie, PA 16507

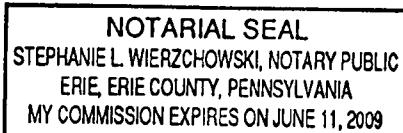
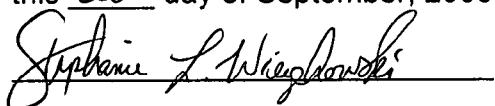
4) Pursuant to Pa.R.C.P. 237.1, I hereby certify that as attorney for the above named Plaintiff, I sent a written notice of intention to file Praeclipe for Default Judgment to the above-named Defendant(s) against whom Judgment is to be entered and to his/her/they attorney of record, if any, after the default occurred and at least day ten (10) days prior to the date of the filing of this Praeclipe. I certify that the Ten (10) Day Notice was mailed to the Defendant on September 15, 2008, and a copy of said notice is attached hereto and made a part hereof.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

BY: 
Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff,
Roger W. Richards

Sworn and subscribed before me
this 26th day of September, 2008.



ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 08-1567 CD

Dated: September 15, 2008

TO: Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

Irene E. Richards
c/o 100 State Street
Suite 440
Erie, PA 16507

NOTICE

YOU ARE HEREBY IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE, UNLESS YOU ACT WITHIN TEN 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, OR 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:

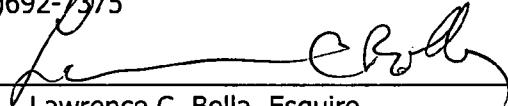
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO THE OFFICE OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN NOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK, COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814)765-2641 Ext. 5982

OR:

PENNSYLVANIA LAWYERS REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
HARRISBURG, PA 17101
(800)692-7375

BY: 

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
2222 West Grandview Blvd.
Erie, PA 16506
(814)833-2222
Attorney for the Plaintiff

This is to certify that the within notice was mailed to the above-named Defendant(s) by first class, postage prepaid mail on the date stated above.

BY: 

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
2222 West Grandview Blvd.
Erie, PA 16506
(814)833-2222
Attorney for the Plaintiff

Document #415445, v1

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 08-1567 CD

Dated: September 15, 2008

TO: Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

Irene E. Richards
c/of 100 State Street
Suite 440
Erie, PA 16507

NOTICE

YOU ARE HEREBY IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE, UNLESS YOU ACT WITHIN TEN 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, OR 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:

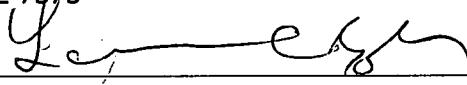
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO THE OFFICE OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN NOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK, COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814)765-2641 Ext. 5982

OR:

PENNSYLVANIA LAWYERS REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
HARRISBURG, PA 17101
(800)692-7375

BY: 

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
2222 West Grandview Blvd.
Erie, PA 16506
(814)833-2222
Attorney for the Plaintiff

This is to certify that the within notice was mailed to the above-named Defendant(s) by first class, postage prepaid mail on the date stated above.

BY: 

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
2222 West Grandview Blvd.
Erie, PA 16506
(814)833-2222
Attorney for the Plaintiff

Document #415445, v1

COPY

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 08-1567 CD

NOTICE OF ENTRY OF JUDGMENT

To: Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

You are hereby notified as required by law that a Default Judgment has been entered against you in the amount of \$264,187.39, interest according to law from the date of entry of Judgment, plus Court costs of record at the above term and number on the 1st day of October, 2008.



6K

Prothonotary

COPY

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 08-1567 CD

NOTICE OF ENTRY OF JUDGMENT

To: Irene E. Richards
c/o 100 State Street
Suite 440
Erie, PA 16507

You are hereby notified as required by law that a Default Judgment has been entered against you in the amount of \$264,187.39, interest according to law from the date of entry of Judgment, plus Court costs of record at the above term and number on the 1st day of October, 2008.

Willie L. Shan

GK

Prothonotary

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

Roger W. Richards
Plaintiff

No.: 2008-01567-CD

COPY

Real Debt: \$264,187.39

Atty's Comm: \$

Vs.

Costs: \$

Irene E. Richards
Defendant

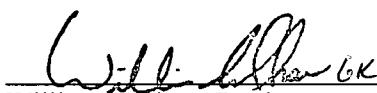
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: 1st Day of October, 2008

Expires: 1st Day of October, 2013

Certified from the record this 1st Day of October, 2008



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

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 08-1567 CD

PRAECIPE FOR WRIT OF EXECUTION

8/12
FILED

MORTGAGE FORECLOSURE ONLY

TO THE PROTHONOTARY:

Issue a Writ of Execution in the above matter:

| | | |
|---|---------------------|--|
| Balance claimed in Plaintiff's Complaint | \$264,187.39 | <i>1 went to 12-05-08 Issued to Plaintiff to Sheriff</i> |
| Accrued Interest through the date of Plaintiff's Complaint | N/A | |
| Late charges | N/A | |
| Interest from date _____ through _____ at the rate of _____% per annum (\$ _____ per day) | N/A | |
| Interest according to law from date of Judgment through November 3, 2008 (\$43.43 per day) | \$1,476.62 | |
| Attorney's Fees/Collection Costs (10%) | N/A | |
| Less payments made on account | \$0.00 | |
| TOTAL | \$265,664.01 | |

Plus Court Costs of Record.

Respectfully submitted, **Prothonotary costs \$135.**

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO,
INC.

BY:

LCB
Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff, Roger W. Richards

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION – LAW

NO. 08-1567 CD

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF ERIE

I, Lawrence C. Bolla, attorney for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say as follows:

- 1) The last known address of the Defendant is:

Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

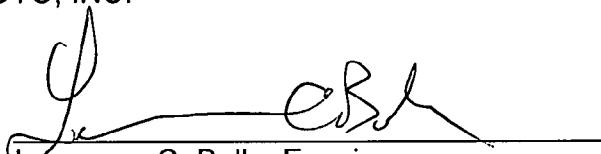
Irene E. Richards
c/of 100 State Street
Suite 440
Erie, PA 16507

- 2) That the Defendant in the above entitled case is/are not engaged in the military service of the United States of America.
- 3) I do verify and affirm that a levy, execution, or garnishment is not being made on any Judgment by Confession entered pursuant to a transaction governed by the Goods and Services Installment Sales Act, 69 P.S. Section 1101 et seq.; nor the Loan Interest and Protection Law of 1974, 41 P.S. Section 101 et seq.; nor on any confessed Judgment governed by Pennsylvania Rules of Civil Procedure 2981-2986.

Respectfully submitted,

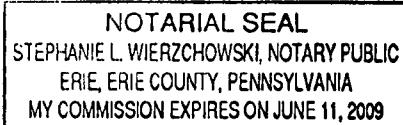
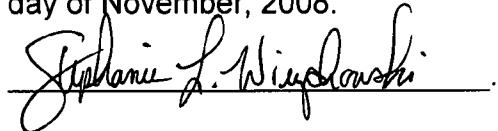
QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

BY:



Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff, Roger W. Richards

Sworn and subscribed to me this 4th
day of November, 2008.



FILED
NOV 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION – LAW
NO. 08-1567 CD

S FILED

NOV 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF ERIE

The undersigned, counsel for the Plaintiff, sets forth as of the date of the Praecept for Writ of Execution, the following information concerning the real property located at 74 Treasure Lake, DuBois, Pennsylvania 15801, Sandy Township No. 128-C02-009-00115-00-21 and Control No. 128-081323:

1. Name and address of owner or reputed owner:

Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

Irene E. Richards
c/o 100 State Street
Suite 440
Erie, PA 16507

2. Name and last known address of Defendant in Judgment:

Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

Irene E. Richards
c/o 100 State Street
Suite 440
Erie, PA 16507

3. Name and last known address of every Judgment creditor:

Roger W. Richards
100 State Street
Suite 440
Erie, PA 16507

4. Name and address of every Mortgage of record:

Roger W. Richards
100 State Street
Suite 440
Erie, PA 16507

5. Name and address of every other person who has a 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:

Ms. LeAnn Collins
Sandy Township Tax Collector
P.O. Box 252
DuBois, PA 15801

Clearfield County Tax Claim Bureau
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

Domestic Relations Section
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

I verify that the Statements made in this Affidavit are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.

BY:



Lawrence C. Bolla, Esquire
PA Id. No. 91239
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff,
Roger W. Richards

Date: November _____, 2008

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

Roger W. Richards,

Vs.

NO.: 2008-01567-CD

Irene E. Richards,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

(1) See Exhibit A

(2)

AMOUNT DUE/PRINCIPAL: \$264,187.39
INTEREST FROM: date of judgment to \$1,476.62
November 3, 2008(\$43.43 per day)
ATTY'S COMM: \$
DATE: 11/10/2008

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Lawrence C. Bolla, Esq.
2222 West Grandview Boulevard
Erie, PA 16506-4508
814-833-2222

Sheriff

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION – LAW

NO. 08-1567 CD

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND designated as Lot No. 115, Section No. 9 "Antigus" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

- 1) All easements, rights of way, reservations, restrictions, and limitations as shown or contained in prior instruments of record and in the aforesaid recorded Plan.
- 2) The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
- 3) All mineral and mining rights of every kind and nature.
- 4) A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Home Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Being the same premises conveyed to Irene E. Richards by Deed of Raymond H. Brown and Nina C. Brown, husband and wife, dated July 3, 1984 and recorded on August 8, 1984 in Deed Book 963, page 491.

Being further identified as Sandy Township No. 128-C02-009-00115-00-21 and Control No. 128-081323 and commonly known as 74 Treasure Lake, DuBois, Pennsylvania.

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

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

: CIVIL ACTION – LAW

: NO. 08-1567 CD

DEED DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND designated as Lot No. 115, Section No. 9 "Antigus" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

- 1) All easements, rights of way, reservations, restrictions, and limitations as shown or contained in prior instruments of record and in the aforesaid recorded Plan.
- 2) The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
- 3) All mineral and mining rights of every kind and nature.
- 4) A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Home Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

Being the same premises conveyed to Irene E. Richards by Deed of Raymond H. Brown and Nina C. Brown, husband and wife, dated July 3, 1984 and recorded on August 8, 1984 in Deed Book 963, page 491.

Being further identified as Sandy Township No. 128-C02-009-00115-00-21 and Control No. 128-081323 and commonly known as 74 Treasure Lake, DuBois, Pennsylvania.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO,
INC.

BY:


Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff, Roger W. Richards

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant

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

: CIVIL ACTION - LAW

: NO. 08-1567 CD

ADVERTISING DESCRIPTION

ALL THAT CERTAIN TRACT OF LAND designated as Lot No. 115, Section No. 9 "Antigus" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in Miscellaneous Docket Map File No. 25. Excepting and reserving therefrom and subject to:

- 1) All easements, rights of way, reservations, restrictions, and limitations as shown or contained in prior instruments of record and in the aforesaid recorded Plan.
- 2) The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
- 3) All mineral and mining rights of every kind and nature.
- 4) A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Home Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

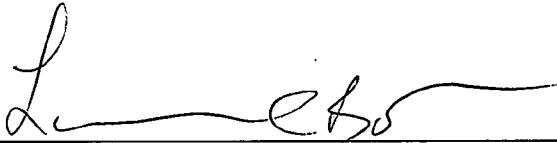
Being the same premises conveyed to Irene E. Richards by Deed of Raymond H. Brown and Nina C. Brown, husband and wife, dated July 3, 1984 and recorded on August 8, 1984 in Deed Book 963, page 491.

Being further identified as Sandy Township No. 128-C02-009-00115-00-21 and Control No. 128-081323 and commonly known as 74 Treasure Lake, DuBois, Pennsylvania.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO,
INC.

BY:



Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff, Roger W. Richards

FILED

DEC 19 2008

ml 11:50/1
William A. Shaw
Prothonotary/Clerk of Courts

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 08-1567 CD

CERTIFICATE OF SERVICE

I, the undersigned, certify that I served, or caused to be served, on the 16TH day of December, 2008, a copy of the Notice of Sheriff's Sale of Real Property Pursuant to Pa. Rules of Civil Procedure 3129.2 upon each of the following persons and parties in interest at the address shown below:

Via First Class Mail, Postage Pre-Paid and Certified Mail, Return Receipt Requested:

Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

Irene E. Richards
c/o 100 State Street
Suite 440
Erie, PA 16507

Roger W. Richard, Esquire
100 State Street
Suite 440
Erie, PA 16507

Ms. LeAnn Collins
Sandy Township Tax Collector
P.O. Box 252
DuBois, PA 15801

Clearfield County Tax Claim
Bureau
230 E. Market Street
Clearfield, PA 16830

Domestic Relations Section
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Upon receipt of Domestic Return Receipts, an additional Certificate of Service will be filed.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO,
INC.

BY:


Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff

Prothonotary/Clerk of Courts
William A. Shaw

DEC 19 1988

FILED

ROGER W. RICHARDS,
Plaintiff,

v.

IRENE E. RICHARDS,
Defendant.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 08-1567 CD

CERTIFICATE OF SERVICE

I, the undersigned, certify that I served, or caused to be served, on the 16TH day of December, 2008, a copy of the Notice of Sheriff's Sale of Real Property Pursuant to Pa. Rules of Civil Procedure 3129.2 upon each of the following persons and parties in interest at the address shown below:

Via First Class Mail, Postage Pre-Paid and Certified Mail, Return Receipt Requested:

Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

Irene E. Richards
c/o 100 State Street
Suite 440
Erie, PA 16507

Roger W. Richard, Esquire
100 State Street
Suite 440
Erie, PA 16507

Ms. LeAnn Collins
Sandy Township Tax Collector
P.O. Box 252
DuBois, PA 15801

Clearfield County Tax Claim
Bureau
230 E. Market Street
Clearfield, PA 16830

Domestic Relations Section
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Attached hereto are the Domestic Return Receipts from said mailing.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO,
INC.

BY:



Lawrence C. Bolla, Esquire
PA Id. No. 19679
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508
Telephone: 814-833-2222
Facsimile: 814-833-6753
Counsel for Plaintiff

Document #426832, v1

5
FILED
M 11:04 PM JAN 07 2009 NO CC
JAN 07 2009
William A. Shaw
Prothonotary/Clerk of Courts

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. LeAnn Collins
Sandy Township Tax Collector
P.O. Box 252
DuBois, PA 15801

2. Article Number*(Transfer from service label)*

PS Form 3811, February 2004

7008 1140 0002 0486 3154

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X** Agent Addressee**B. Received by (Printed Name)**

Lee Ann Collins

C. Date of Delivery

12-22-04

D. Is delivery address different from item 1? Yes**If YES, enter delivery address below: No****Service Type** Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.**4. Restricted Delivery? (Extra Fee) Yes****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:

Irene E. Richards
74 Treasure Lake
DuBois, PA 15801

2. Article Number*(Transfer from service label)*

PS Form 3811, February 2004

7008 1140 0002 0486 9194

Domestic Return Receipt

102595-02-M-1541

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X** Agent Addressee**B. Received by (Printed Name)**

Irene E. Richards

C. Date of Delivery

12-22-04

D. Is delivery address different from item 1? Yes**If YES, enter delivery address below: No****3. Service Type** Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.**4. Restricted Delivery? (Extra Fee) Yes****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:

Irene E. Richards
c/o 100 State Street
Suite 440
Erie, PA 16507

2. Article Number*(Transfer from service label)*

7008 1140 0002 0486 9200

102595-02-M-154

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:

Roger W. Richard, Esquire
100 State Street
Suite 440
Erie, PA 16507

2. Article Number*(Transfer from service label)*

7008 1140 0002 0486 3147

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154C

COMPLETE THIS SECTION ON DELIVERY**A. Signature***X Jean Orr* Agent
 Addressee**B. Received by (Printed Name)***Jean Orr***C. Date of Delivery**

11/18/08

D. Is delivery address different from item 1? Yes**If YES, enter delivery address below: No****3. Service Type**

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes**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:

Domestic Relations Section
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

2. Article Number*(Transfer from service label)*

7008 1140 0002 0486 3178

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154C

COMPLETE THIS SECTION ON DELIVERY**A. Signature***X Jean Orr* Agent
 Addressee**B. Received by (Printed Name)***Jean Orr***C. Date of Delivery**

DEC 19 2008

D. Is delivery address different from item 1? Yes**If YES, enter delivery address below: No****3. Service Type**

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes**1. Article Addressed to:**

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

2. Article Number*(Transfer from service label)*

7008 1140 0002 0486 3161

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

FILED

JAN 07 2009

William A. Shaw
Prothonotary/Clerk of Courts

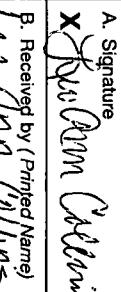
SENDER: COMPLETE THIS SECTION

- 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. LeAnn Collins
Sandy Township Tax Collector
P.O. Box 252
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

 LeAnn Collins

B. Received by (Printed Name)

LeAnn Collins

C. Date of Delivery**D. Is delivery address different from item 1?**

Yes
 No

If YES, enter delivery address below:

- 3. Service Type**
-
-
- Certified Mail
-
- Express Mail
-
-
- Registered
-
- Return Receipt for Merchandise
-
-
- Insured Mail
-
- C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number
(Transfer from service label) **7008 1140 0002 0486 131541**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE MAIL

First Class Mail
Postage Prepaid
USPS
Patent No. 5,100,000

22 DEC 2006

- Sender: Please print your name, address, and ZIP+4 in this box

Melissa M. Seaberg
The Quinn Law Firm
22222 West Grandview Blvd.
Erie, PA 16506

Richards

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:

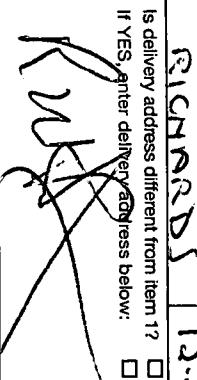

Irene F. Richards
74 Treasure Lake
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent Addressee

B. Received by (Printed Name)

RICHARDS 
12-24-05

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 No
If YES, enter delivery address below:

| | |
|---|--------------------------|
| 2. Article Number <i>(Transfer from service)</i> | 7008 1140 0002 0486 9194 |
|---|--------------------------|

DS Form 3811 February 2004

Domestic Return Receipt

102595-02-M-154C

UNITED STATES POSTAL SERVICE



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

• Sender: Please print your name, address, and ZIP+4 in this box •

Melissa M. Seaberg
The Quinn Law Firm
2222 West Grandview Blvd.
Eric, PA 16506

70000

SENDER: COMPLETE THIS SECTION

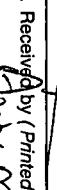
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
-

COMPLETE THIS SECTION ON DELIVERY

A. Signature 

Agent
 Addressee

B. Received by (Printed Name) 

Date of Delivery
14/3/08

C. Is delivery address different from item 1? Yes
 No

D. If YES, enter delivery address below:

Irene E. Richards
c/o 100 State Street

Suite 440

Erie, PA 16507

3. Service Type

Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number 7008 1140 0002 0486 9200
(Transfer from service label)

UNITED STATES POSTAL SERVICE



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

• Sender: Please print your name, address, and ZIP+4 in this box •

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