

08-2379-CD

Northwest Savings vs James Cutler et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2379-CD

NORTHWEST SAVINGS BANK

vs

SERVICE # 1 OF 5

JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER and WOOMER & HALL, LLP and TUSCARARA WAYNE MUTUAL INSURANCE COMPANY

COMPLAINT

SERVE BY: 01/10/2009

HEARING:

PAGE: 105060

DEFENDANT:

LINDA CUTLER aka LINDA RENAUD

ADDRESS:

EMPLOYMENT: DR. DONALD E. CONRAD, D.O.

502 PARK AVE., CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-22-08 AT 1015 AM / PM SERVED THE WITHIN

COMPLAINT ON LINDA CUTLER aka LINDA RENAUD, DEFENDANT

BY HANDING TO

Linda Cutler

1 Self

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED

502 Park Ave Clearfield Pa 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR LINDA CUTLER aka LINDA RENAUD

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO LINDA CUTLER aka LINDA RENAUD

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

[Signature]
Deputy Signature

S. Hunter
Print Deputy Name

5
FILED
01313961
DEC 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2379-CD

NORTHWEST SAVINGS BANK

vs

SERVICE # 2 OF 5

JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER and WOOMER & HALL, LLP and TUSCARARA WAYNE MUTUAL INSURANCE COMPANY

COMPLAINT

SERVE BY: 01/10/2009

HEARING:

PAGE: 105060

DEFENDANT:

JAMES R. CUTLER, JR.

ADDRESS:

EMPLOYMENT: MOUNTAIN LAUREL NURSING & REHABILITATION CTR., 700 LEONARD ST., CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-22-08 AT 1009 AM / PM SERVED THE WITHIN

COMPLAINT ON JAMES R. CUTLER, JR., DEFENDANT

BY HANDING TO James Cutler, self

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 700 Leonard St. Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR JAMES R. CUTLER, JR.

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO JAMES R. CUTLER, JR.

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

5 FILED
93:3960
DEC 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Northwest Savings Bank CIVIL ACTION
(Plaintiff)

100 Liberty St.
(Street Address)

Warren PA 16365
(City, State ZIP)

No. 08-2379 C.D.

Type of Case: Civil

Type of Pleading: Answer

VS.

Linda J. Cutler
(Defendant)

1206 Daisy St.
(Street Address)

Clearfield Pa 16830
(City, State ZIP)

Filed on Behalf of:

Defendant
(Plaintiff/Defendant)

Linda J. Cutler
(Filed by)

1206 Daisy St.
(Address)

814-592-9413
(Phone)

Linda J. Cutler
(Signature)

FILED NO CC
JAN 02 2009 @10

William A. Shaw
Prothonotary/Clerk of Courts

Linda J. Cutler
1206 Daisy Street
Clearfield, PA 16830

THE COURTS OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

Filed on behalf of defendant
Linda J. Cutler

ANSWER
COUNT 1

43. I am not able to make timely principal and interest due to the insurance company not paying my present or past rent payments as agreed upon.

(b) Residence was declared unsafe to live in by Lawrence Township Enforcement Officer

© The insurance company failed to make a timely structure settlement in order for me to do the necessary repairs.

(d) The insurance company did not make payment in order for me to have the debris removed.

(e) I have hired two lawyers in order to settle this case in order to get my mortgage paid.

(f) To date I have not received any insurance proceeds in order to repair anything.

(g) To date I have not received any insurance proceeds in order to pay mortgage and security instrument owed to the plaintiff mortgagee.

43. The actions and breaches of the mortgage and security instrument, the cutler defendant has not materially impaired plaintiff's lien on the mortgaged premises. The insurance company has taken way too long to get a check (not even for full amount) to my Attorney. Upon my Attorney, Robert B. Woomer of Woomer & Hall, LLP receiving a partial payment from Tuscarora Wayne Mutual Insurance on 7-22-08, Mr. Woomer chose not to pay my mortgage first but take his fees from it leaving me not even close to what I would need to satisfy my mortgage. Mr. Woomer's decision has placed me in a very difficult position.

There is also several right here in Clearfield that I owe money to from services rendered to me due to the accident such as my motel stay, furniture storage as well as my living expenses.

My content money has still not been sent to me as of today.

We had an arbitration with Mr. Williams, Judge Raupp, Associate of Tim Britton's contracting and Debra Harris on behalf of Linda Cutler. You would certainly think that after Judge Raupp make his final decision that all monies would have been distributed and this all put behind me.

Sincerely,

Linda J. Cutler
12-26-2008

THOMAS, THOMAS & HAFFER, LLP
Peter J. Speaker, Esquire
I.D. 42834
(717) 255-7644
pspeaker@tthlaw.com
Jason G. Giurintano, Esquire
I.D. 89177
(717) 237-7157
jgiurintano@tthlaw.com
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108

FILED

JAN 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

Attorneys for Defendant
Tuscarora Wayne Mutual Insurance Company

NORTHWEST SAVINGS BANK,
Plaintiff

v.

JAMES R. CUTLER, JR.; and
LINDA J. CUTLER a/k/a LINDA J.
RENAUD; and ROBERT B. WOOMER;
and WOOMER & HALL, LLP; and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY,
Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA

NO. 08-2379-C.D.

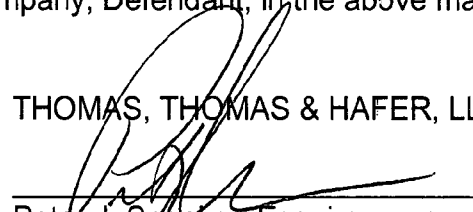
CIVIL ACTION – LAW

JURY TRIAL DEMANDED

PRAECIPE FOR ENTRY OF APPEARANCE

Please enter the appearance of the undersigned as counsel of record for
Tuscarora Wayne Mutual Insurance Company, Defendant, in the above matter.

THOMAS, THOMAS & HAFFER, LLP


Peter J. Speaker, Esquire
I.D. No. 42834
(717) 255-7644
pspeaker@tthlaw.com
Jason G. Giurintano, Esquire
I.D. 89177
(717) 237-7157
jgiurintano@tthlaw.com
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108-0999

Date: 1-6-08

CERTIFICATE OF SERVICE

I, Peter J. Speaker, Esquire, of the law firm of Thomas, Thomas & Hafer, LLP, attorney for Defendant, Tuscarora Wayne Mutual Insurance Company, hereby certify that a true and correct copy of the foregoing document was sent to the following counsel of record by placing a copy of same in the United States mail, postage prepaid, at Harrisburg, Pennsylvania addressed as follows:

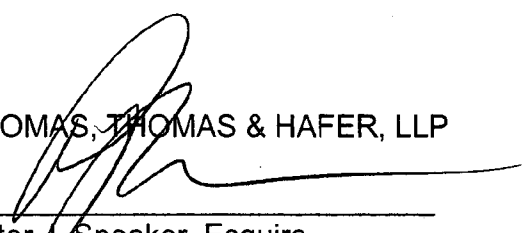
Matthew B. Taladay, Esquire
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

James R. Cutler, Jr.
c/o Mountain Laurel Nursing and Rehabilitation Center
700 Leonard Street
Clearfield, PA 16830

Linda J. Cutler a/k/a Linda J. Renaud
Dr. Donald E. Conrad, D.C.
502 Park Avenue
Clearfield, PA 16830

Robert B. Woomer, Esquire
Woomer & Hall, LLP
2945 Banksville Road
Suite 200
Pittsburgh, PA 15216-2749

THOMAS, THOMAS & HAFER, LLP



Peter J. Speaker, Esquire
I.D. No. 42834
(717) 255-7644
pspeaker@tthlaw.com
Jason G. Giurintano, Esquire
I.D. 89177
(717) 237-7157
jgiurintano@tthlaw.com
305 North Front Street
P.O. Box 999
Harrisburg, PA 17108-0999

Dated: 1-6-08
655453.1

FILED

JAN 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

No. 08 - 2379 - C.D.

Type of Pleading:
Preliminary Objections to Complaint

Filed on Behalf of:
James R. Cutler, Jr., Defendant

Counsel of Record for this Party:

Timothy E. Durant, Esq.
I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Counsel for Plaintiff:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

013:45BD
JAN 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

402
Atty Durant
CR

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

NORTHWEST SAVINGS BANK,
Plaintiff

No. 08 - 2379 - C.D.

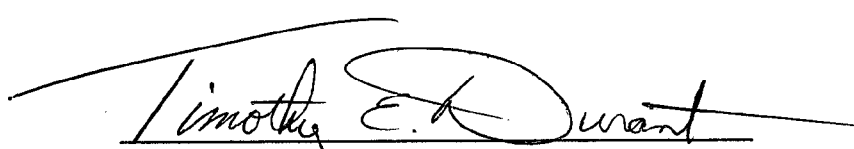
vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

To: NORTHWEST SAVINGS BANK
c/o Matthew B. Taladay, Esq.
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

NOTICE TO PLEAD

You are hereby notified to file a written response to the enclosed Preliminary Objections
within twenty (20) days from service hereof or a judgment may be entered against you.



Timothy E. Durant, Esquire, Attorney
for Defendant, James R. Cutler, Jr.
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Dated: January 12, 2009

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

No. 08 - 2379 - C.D.

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, JAMES R. CUTLER, JR., by and through his attorney, Timothy E. Durant, and files these Preliminary Objections to the above captioned Complaint for the reasons which are as follows:

COUNT I - NON JOINDER OF A NECESSARY PARTY

1. Objector is Defendant is identified as James R. Cutler, Jr., in the above-captioned case.

2. Plaintiff NORTHWEST SAVINGS BANK commenced an action for \$112,034.12 (as of November 25, 2008 per ¶17 of Complaint) plus costs, interest, punitive damages and attorneys fees against Defendant, Defendant's ex-wife and her attorney and the attorney's law firm as well as Tuscarora Wayne Mutual Insurance Company, the Insurance Carrier in a six count complaint containing, in all, 84 paragraphs.

3. Plaintiff provided an exhibit that shows a certain \$92,539.00 check (#113561) was paid out without the requisite endorsement of the payee CSB and in paying out such check, i.e. as

shown on Exhibit "E" harm was done to the interest of defendant, James R. Cutler, Jr. as well as the interest of Plaintiff.

4. It is clear that the depositor's bank where the check was placed in the IOLTA account, i.e. National City Bank of Cleveland Ohio and the payor's bank on which the check was drawn, i.e. Peoples State Bank of Wyalusing, PA are each necessary or indispensable parties to this action as their negligence led directly to the harm to suffered by James R. Cutler, Jr. as well as Northwest Savings Bank.

5. James R. Cutler, Jr. Would not have been sued herein had it not been for the failure of others to obtain the endorsement or signature of CSB or to insure that such signature was obtained prior to honoring/paying upon said check.

WHEREFORE, pursuant to Pa.R.C.P. No 1028(a)(5) Defendant requests this Court dismiss the Complaint for Plaintiff's failure to join or name the requisite necessary parties to this action or require Plaintiff to amend its complaint to include those parties as a matter of law.

COUNT II - MOTION FOR MORE SPECIFIC PLEADING

In the alternative, if the Court does not dismiss or strike the Complaint, Defendant prays for the relief stated hereafter:

6. Paragraphs 1 through 5 are incorporated by reference.

7. The Complaint contains no allegation of any wrongdoing by defendant James R. Cutler, Jr. yet it includes him in the generic all inclusive conclusionary statements against the defendants in Count V (for Punitive damages) and VI (for an accounting and equitable relief) such as "Defendants' actions as alleged herein are outrageous, malicious wilful and wanton and were intended to cause harm to the plaintiff (§76)".

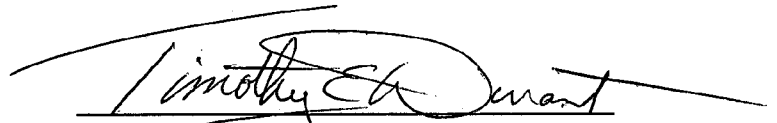
8. The complaint seeks punitive damages from inter alia, James R. Cutler, Jr. for the

outrageous conduct of "Defendants" without specifying what defendant James R. Cutler, Jr. did or what actions he failed to do that constituted outrageousness and in addition the final "Wherefore" clause in the Complaint seeks attorneys fees from objector and the others.

9. Defendant James R. Cutler, Jr. is unable to respond to the Complaint as presented due to its vagueness and insufficient specificity.

WHEREFORE, pursuant to Pa.R.C.P. No 1028(a)(3) and in the alternative to dismissing or striking the Complaint as requested above, Defendant request that this Court order a timely, more specific pleading, in the absence of which the said Complaint shall be dismissed with prejudice.

Respectfully submitted,



Timothy E. Durant, Esquire, Attorney
for Defendant James R. Cutler, Jr.

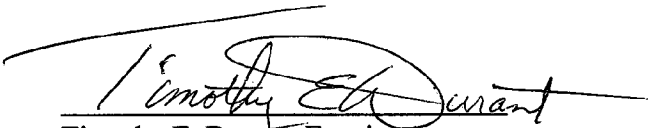
DATE: January 12, 2009

AFFIDAVIT OF SERVICE

TIMOTHY E. DURANT, certifies that on January 12, 2009 he did deposit in the United States mail a true and correct copy of the Preliminary Objections in the above captioned matter.

The said Preliminary Objections were sent to NORTHWEST SAVINGS BANK, Plaintiff, in care of its counsel: Matthew B. Taladay, Esq., Hanak, Guido and Taladay, 528 Liberty Boulevard, P O Box 487, DuBois, PA 15801 and to Defendant, Tuscarora Wayne Mutual Insurance Company in care of its counsel: Peter J. Speaker, Esq, Thomas, Thomas, and Hafer, LLP, 305 North Front Street, PO Box 999, Harrisburg, PA 17108-0999.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Timothy E. Durant, Esquire Attorney
for James R. Cutler, Jr.

Dated: January 12, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,

Plaintiff,

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY,

Defendants.

CIVIL DIVISION

No. 08-2379-C.D.

PRAECIPE FOR APPEARANCE

Filed on behalf of Robert B. Woomer and
Woomer & Friday, LLP, Defendants

Counsel of Record for these Parties:

Robert J. Donahoe, Esquire
Pa. I.D. No. 30698

4800 Library Road
Bethel Park, Pennsylvania 15102-2962

(412) 833-0800

FILED

3/12/49/81
FEB 17 2009

William A. Shaw
Prothonotary/Clerk of Courts

no cc
copy to CIA

(6)

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

NORTHWEST SAVINGS BANK,

Plaintiff,

vs.

No. 08-2379-C.D.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY,

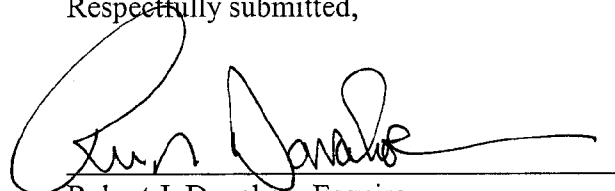
Defendants.

PRAECIPE FOR APPEARANCE

TO: PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter my appearance on behalf of the defendants, Robert B. Woomer, and Woomer
& Hall, LLP, in the above-captioned matter.

Respectfully submitted,



Robert J. Donahoe, Esquire

CERTIFICATE OF SERVICE

I, Robert J. Donahoe, Esquire, do hereby certify that a true and correct copy of the foregoing

Praecipe for Appearance has been served upon the following:

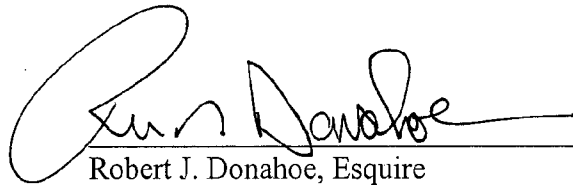
Matthew B. Taladay, Esquire
Hanak Guido and Taladay
528 Liberty Boulevard
Post Office Box 487
DuBois, Pennsylvania 15801

Peter J. Speaker, Esquire
Thomas Thomas & Hafer, LLP
Post Office Box 999
Harrisburg, Pennsylvania 17108

Timothy E. Durant, Esquire
201 North Second Street
Clearfield, Pennsylvania 16830

Linda J. Cutler
Post Office Box 693
Clearfield, Pennsylvania 16830

Service was made by first-class mail, postage prepaid, on February 12, 2009.


Robert J. Donahoe, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105060
NO: 08-2379-CD
SERVICE # 3 OF 5
COMPLAINT

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER
and WOOMER & HALL, LLP and TUSCARARA WAYNE MUTUAL INSURANCE COMPANY

SHERIFF RETURN


NOW, December 16, 2008, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON ROBERT B. WOOMER, Attorney.

NOW, January 02, 2009 AT 10:10 AM SERVED THE WITHIN COMPLAINT ON ROBERT B. WOOMER, Attorney,
DEFENDANT. THE RETURN OF ALLEGHENY COUNTY IS HERETO ATTACHED AND MADE PART OF THIS
RETURN.

^SFILED

0/3:00zm

MAR 23 2009

William A. Shaw 
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105060
NO: 08-2379-CD
SERVICE # 4 OF 5
COMPLAINT

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER
and WOOMER & HALL, LLP and TUSCARARA WAYNE MUTUAL INSURANCE COMPANY

SHERIFF RETURN

NOW, December 16, 2008, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON WOOMER & HALL, LLP.

NOW, January 02, 2009 AT 10:10 AM SERVED THE WITHIN COMPLAINT ON WOOMER & HALL, LLP,
DEFENDANT. THE RETURN OF ALLEGHENY COUNTY IS HERETO ATTACHED AND MADE PART OF THIS
RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105060
NO: 08-2379-CD
SERVICE # 5 OF 5
COMPLAINT

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER
and WOOMER & HALL, LLP and TUSCARARA WAYNE MUTUAL INSURANCE COMPANY

SHERIFF RETURN

NOW, December 16, 2008, SHERIFF OF BRADFORD COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON TUSCARORA WAYNE MUTUAL INSURANCE COMPANY.

NOW, December 23, 2008 AT 3:30 PM SERVED THE WITHIN COMPLAINT ON TUSCARORA WAYNE MUTUAL INSURANCE COMPANY, DEFENDANT. THE RETURN OF BRADFORD COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105060
NO: 08-2379-CD
SERVICES 5

COMPLAINT

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER
and WOOMER & HALL, LLP and TUSCARARA WAYNE MUTUAL INSURANCE COMPANY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	17119	50.00
SHERIFF HAWKINS	HANAK	17119	50.00
ALLEGHENY CO.	HANAK	17120	115.00
BRADFORD CO.	HANAK	17121	49.35

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

BRADFORD COUNTY, PENNSYLVANIA

COURTHOUSE, 301 MAIN ST., TOWANDA, PA 18848

Steven A. Evans, Sheriff
PH. 570-265-1701

Clinton J. Walters Chief Deputy
FAX 570-265-1734

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

PLNTF Northwest Savings Bank	DOCKET# 08-TUS-178
DEF Tuscarora Wayne Mutual Insurance Company	Type of case Complaint

INDICATE SERVICE:	<u>PERSONAL</u>	<u>XX PERSON IN CHARGE</u>	DEPUTIZE	CERT. MAIL	POST
SERVE	Tuscarora Wanye Mutual Insurance Company				
AT:	601 State St. Wyalusing, PA 18853				

NOW, _____, 20____ I, SHERIFF OF BRADFORD COUNTY, PA do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

_____, SHERIFF OF BRADFORD COUNTY

******* SPECIAL INSTRUCTIONS OR OTHER INFO. THAT WILL ASST. IN EXPEDITING SERVICE:**

--	--	--

SPACE BELOW FOR USE OF SHERIFF ONLY – DO NOT WRITE BELOW THIS LINE

ATTY OR ORIGINATOR REQUESTING SERVICE Hanak, Guido, & Taladay	DATE RECEIVED: 12/19/2008	HEARING EXPIRATION DATE 1/19/2008
PHONE # OF ORIGINATOR		

I hereby CERTIFY and RETURN that I have personally served ☒ have served person in charge, _____ served by: _____ the writ or complaint described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc. at the address inserted below by handing (or posting) a TRUE and ATTESTED COPY THEREOF.

I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corp., etc. named above.

Name and title of individual served: <u>Marci Wake, Associate.</u>	<input checked="" type="checkbox"/> A person of suitable age and discretion then residing in the defendant's usual place of abode.
---	--

LOCATION SERVED: <u>601 State St Wyalusing PA 18853</u>				TIME SERVED: <u>1530</u>		DATE SERVED: <u>12-23-08</u>			
attempts:	<u>12-23-08</u>	<u>on</u>	<u>17</u>	Car#	<u>01</u>				
advance costs	<u>docket</u> \$900	<u>service</u> \$900	<u>mileage</u> 11.35	<u>notary</u> \$500	<u>surcharge</u> \$1000	<u>postage</u>	<u>misc</u>	<u>total costs</u> \$49.35	<u>cost due /refund</u> \$25.65

AFFIRMED and subscribed to before me this 23 day of December 08
 NOTARY: Tammy J. Place
June 30, 2010
 MY COMMISSION EXPIRES

SO ANSWER 12/23/08
 By: _____ Date: _____
 COMMONWEALTH OF PENNSYLVANIA
 Sheriff: _____ Date: _____
 NOTARAIL SEAL
 TAMMY J. PLACE, NOTARY PUBLIC
 TOWANDA BORO. BRADFORD COUNTY
 MY COMMISSION EXPIRES JUNE 30, 2010
 Due date: _____

William P. Mullen
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT
436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

Joseph A. Rizzo
Chief Deputy

PLAINTIFF : Northwest Savings Bank

CASE # : 08-2379-CD

EXPIRES : 1/10/2009 11:59:59 PM

DEFT : Woomer & Hall LLP

- ☐ SUMMONS/PRAECIPE
☐ SEIZURE OR POSSESSION
☐ NOTICE AND COMPLAINT
☐ REVIVAL OR SCI FA
☐ INTERROGATORIES
☐ EXECUTION - LEVY OR GARNISHEE
☒ OTHER

GARNISHEE :

DISTRICT : District 10

ADDRESS : 2945 Banksville Road

Pittsburgh, PA 15216

MUNICIPALITY/CITY WARD: Pittsburgh / 20

Originating County : Clearfield

ATTY Name/ADDRESS :

ATTY PHONE :

TYPE OF SERVICE :

- ☐ Personal ☒ Person In charge ☐ Deputize ☐ Mail ☐ Posted ☐ Other ☐ Seize & Stored ☐ First Class Mail ☐ Publication

Service Address Direction :

Now I, the SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law

"--Is the Sheriff instructed to take manual possession of the property? _____ If "yes" bond in the amount of \$ _____ must be posted prior to levy."

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at:
MAKE MODEL MOTOR NUMBER SERIAL NUMBER LICENSE NUMBER

I hereby CERTIFY and RETURN that on the _____ day of _____ 20____ at _____ o'clock, AM/PM. Address Above/Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

- ☐ Defendant(s) personally served
☐ Adult in charge of Defendant's residence who refused to give name or relationship
☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
☐ Manager/Other person authorized to accept deliveries of U.S Mail ☒ Agent or person in charge of Defendant(s) office or usual place of business.
☐ Other _____ ☐ Property Posted

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither Receipt or envelope, writ expired _____

☐ Regular Mail Why: _____

You are hereby notified that on _____, 20____, levy was made in the case of _____
Possession/Sale has been set for _____ 20____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30-9:30 A.M.

ATTEMPTS _____

Additional Costs Due \$ _____ This is placed On Writ when returned to Civil Division. Please check before Satisfying Case.

William P Mullen
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT
436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

Joseph A. Rizzo
Chief Deputy

PLAINTIFF : Northwest Savings Bank

CASE # : 08-2379-CD

EXPIRES : 1/10/2009 11:59:59 PM

DEFT : Robert Woormer

- ☐ SUMMONS/PRAECIPE
☐ SEIZURE OR POSSESSION
☐ NOTICE AND COMPLAINT
☐ REVIVAL OR SCI FA
☐ INTERROGATORIES
☐ EXECUTION - LEVY OR GARNISHEE
☒ OTHER

GARNISHEE :

DISTRICT : District 10

ADDRESS : 2945 Banksville Road

Pittsburgh, PA 15216

MUNICIPALITY/CITY WARD: Pittsburgh / 20

Originating County : Clearfield

ATTY Name/ADDRESS :

ATTY PHONE :

TYPE OF SERVICE :

- ☐ Personal ☒ Person In charge ☐ Deputize ☐ Mail ☐ Posted ☐ Other ☐ Seize & Stored ☐ First Class Mail ☐ Publication

Service Address Direction :

Now I, the SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law

"--Is the Sheriff instructed to take manual possession of the property? _____ If "yes" bond in the amount of \$ _____ must be posted prior to levy."

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____
MAKE MODEL MOTOR NUMBER SERIAL NUMBER LICENSE NUMBER

I hereby CERTIFY and RETURN that on the _____ day of _____, 20____ at _____ o'clock, AM/PM. Address Above/Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

- ☐ Defendant(s) personally served
☐ Adult in charge of Defendant's residence who refused to give name or relationship
☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship
☐ Manager/Other person authorized to accept deliveries of U.S Mail ☒ Agent or person in charge of Defendant(s) office or usual place of business.
☐ Other _____ ☒ Property Posted

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____
☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither Receipt or envelope; writ expired _____

☐ Regular Mail Why: _____
You are hereby notified that on _____, 20____, levy was made in the case of _____
Possession/Sale has been set for _____ 20____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30-9:30 A.M.
ATTEMPTS _____ / _____ / _____ / _____

Additional Costs Due \$, _____ This is placed On Writ when returned to Civil Division. Please check before Satisfying Case



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) 765-8915
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 105060

TERM & NO. 08-2379-CD

NORTHWEST SAVINGS BANK

COMPLAINT

VS.

JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER and WOOMER & HALL, LLP and TUSCARARA WAYNE MUTUAL INSURANCE COMPANY

SERVE BY: 01/10/09

COURT DATE:

MAKE REFUND PAYABLE TO HANAK, GUIDO & TALADAY, ESQ.

SERVE: ROBERT B. WOOMER, Attorney

ADDRESS: 2945 BANKSVILLE ROAD, SUITE 200, PITTSBURGH, PA 15216-2749

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 16, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



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
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PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 105060

TERM & NO. 08-2379-CD

NORTHWEST SAVINGS BANK

COMPLAINT

VS.

JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER and WOOMER & HALL, LLP and TUSCARARA WAYNE MUTUAL INSURANCE COMPANY

SERVE BY: 01/10/09
COURT DATE:

MAKE REFUND PAYABLE TO HANAK, GUIDO & TALADAY, ESQ.

SERVE: WOOMER & HALL, LLP

ADDRESS: 2945 BANKSVILLE ROAD, SUITE 200, PITTSBURGH, PA 15216-2749

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 16, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



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 105060

TERM & NO. 08-2379-CD

NORTHWEST SAVINGS BANK

COMPLAINT

vs.

JAMES R. CUTLER, JR. and LINDA J. CUTLER a/k/a LINDA J. RENAUD and ROBERT B. WOOMER and WOOMER & HALL, LLP and TUSCARORA WAYNE MUTUAL INSURANCE COMPANY

SERVE BY: 01/10/09

COURT DATE:

MAKE REFUND PAYABLE TO HANAK, GUIDO & TALADAY, ESQ.

SERVE: TUSCARORA WAYNE MUTUAL INSURANCE COMPANY

ADDRESS: 601 STATE STREET, PO BOX 7, WYALUSING, PA 18853

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF BRADFORD COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 16, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

RECEIVED

DEC 19 2008

BRADFORD COUNTY
SHERIFF'S OFFICE

FILED

MAR 23 2009

William A. Shaw
Prothonotary/Clerk of Courts

6A

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

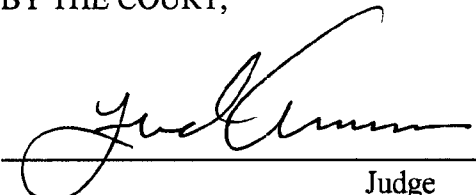
NORTHWEST SAVINGS BANK, :
Plaintiff : No. 08 - 2379 - C.D.
v. :
: :
JAMES R. CUTLER, JR. and :
LINDA J. CUTLER, a/k/a :
LINDA J. RENAUD, and :
ROBERT B. WOOMER, and :
WOOMER & HALL, LLP, and :
TUSCARORA WAYNE MUTUAL :
INSURANCE COMPANY :

ORDER

AND NOW, this 31 day of March, 2009 upon consideration of the Preliminary Objections filed by Defendant James R. Cutler, Jr. to the Complaint filed in the above captioned matter, it is the Order of this Court that argument has been scheduled for the 8th day of May, 2009 at 1:30 O'clock P. m. in Courtroom No. 1, in the Clearfield County Courthouse, Clearfield, Pennsylvania.

Notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT,



Judge

9
FILED 400
O/C: 4/1/09 Atty Durant
APR 01 2009
William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 01 2009

William A. Shaw
Prothonotary/Clerk of Courts

OK

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

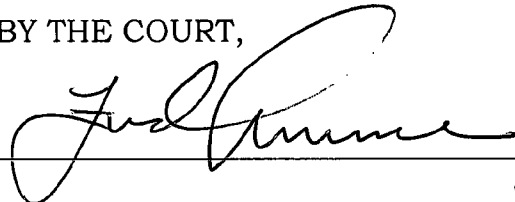
No. 08-2379-C.D.

ORDER

AND NOW, this 6th day of May, 2009, upon

consideration of Plaintiff's Motion to Cancel Oral Argument, said Motion
is hereby GRANTED. Oral Argument scheduled for Friday, May 8, 2009
is canceled.

BY THE COURT,


J.

FILED 4CC
03:33 PM
MAY 06 2009
William A. Shaw
Prothonotary/Clerk of Courts
Amy Taladay

DATE 5/6/09

X You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

William A. Shaw
Prothonotary/Clerk of Courts

MAY 06 2009

FILED

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

*Done
7/10*

*Cancel
1:30 on
Friday*

*Org.
Coming*

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

Type of Case: Civil Action

No. 08-2379-C.D.

Type of Pleading:

**Motion to Cancel Oral
Argument**

Filed on Behalf of:
Plaintiff

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

Date: 05/06/2009

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

No. 08-2379-C.D.

MOTION TO CANCEL ARGUMENT

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and hereby brings the within in Motion:

1. The above captioned action was filed by Complaint dated December 10, 2008.
2. Preliminary Objections were filed on behalf of Defendant James R. Cutler, Jr. by his counsel, Timothy Durant, Esq.
3. An Amended Complaint has been submitted for filing. The Amended Complaint contains no allegations against James Cutler.
4. Argument on Preliminary Objections has been scheduled for Friday, May 8.

5. The filing of the Amended Complaint has rendered the substance of the Preliminary Objections moot.

6. Your undersigned counsel for Plaintiff has consulted with Attorney Durant who consents to and joins in this Motion.

WHEREFORE, it is respectfully requested that Argument on Preliminary Objections scheduled for Friday, May 8, 2009 be canceled.

Respectfully submitted.

HANAK, GUIDO and TALADAY

By /s/ Matthew B. Taladay
Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

Type of Case: Civil Action

No. 08-2379-C.D.

Type of Pleading:

**Motion to Cancel Oral
Argument**

Filed on Behalf of:
Plaintiff

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

Date: 05/06/2009

7
FILED
MAY 07 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

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No. 08-2379-C.D.

MOTION TO CANCEL ARGUMENT

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS
BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and
hereby brings the within in Motion:

1. The above captioned action was filed by Complaint
dated December 10, 2008.
2. Preliminary Objections were filed on behalf of
Defendant James R. Cutler, Jr. by his counsel, Timothy Durant, Esq.
3. An Amended Complaint has been submitted for filing.
The Amended Complaint contains no allegations against James Cutler.
4. Argument on Preliminary Objections has been
scheduled for Friday, May 8.

5. The filing of the Amended Complaint has rendered the substance of the Preliminary Objections moot.

6. Your undersigned counsel for Plaintiff has consulted with Attorney Durant who consents to and joins in this Motion.

WHEREFORE, it is respectfully requested that Argument on Preliminary Objections scheduled for Friday, May 8, 2009 be canceled.

Respectfully submitted.

HANAK, GUIDO and TALADAY

By Matthew B. Taladay
Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

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No. 08-2379-C.D.

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of May, 2009, a true and
correct copy of the foregoing Motion was forwarded by U.S. Mail, First
Class, postage prepaid to the Defendants and counsel of record for
Defendants, addressed as follows:

Timothy E. Durant, Esq.
Counsel for James R. Cutler, Jr.
201 North Second Street
Clearfield, PA 16830

Linda J. Cutler
P.O. Box 693
Clearfield, PA 16830

Robert J. Donahoe, Esq.
Counsel for Robert B. Woomer and Woomer & Hall, LLP
4800 Library Road
Bethel Park, PA 15102-2962

Peter J. Speaker, Esq.
Counsel for Tuscarora Wayne Mutual Insurance Company
Thomas, Thomas and Hafer, LLP
305 North Front Street, Sixth Floor
Harrisburg, PA 17101

Matthew B. Taladay
Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

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No. 08-2379-C.D.

ORDER

AND NOW, this _____ day of May, 2009, upon
consideration of Plaintiff's Motion to Cancel Oral Argument, said Motion
is hereby GRANTED. Oral Argument scheduled for Friday, May 8, 2009
is canceled.

BY THE COURT,

J.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

LINDA J. CUTLER, a/k/a
LINDA J. RENAUD,
ROBERT B. WOOMER, and
WOOMER & HALL, LLP,
Defendants

Type of Case: Civil Action

No. 08-2379-C.D.

Type of Pleading:

**Stipulation for
Dismissal of Parties and
Amendment of Case
Caption**

Filed on Behalf of:
Plaintiff

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

Date: _____

FILED

AUG 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
JAMES R. CUTLER, JR. and	:	
LINDA J. CUTLER, a/k/a	:	No. 08-2379-C.D.
LINDA J. RENAUD, and	:	
ROBERT B. WOOMER, and	:	
WOOMER & HALL, LLP, and	:	
TUSCARORA WAYNE MUTUAL	:	
INSURANCE COMPANY,	:	
Defendants	:	

STIPULATION FOR DISMISSAL OF PARTIES

AND NOW, come the parties, individually, or by their undersigned counsel and hereby stipulate to dismissal of parties and amendment of case caption as follows:

1. The Defendants, James R. Cutler, Jr. and Tuscarora Wayne Mutual Insurance Company, are dismissed as parties.
2. The case caption shall be amended to read as follows:

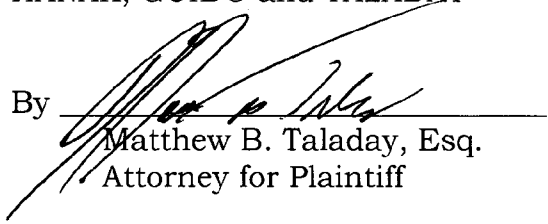
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

NORTHWEST SAVINGS BANK,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
	:	
LINDA J. CUTLER, a/k/a	:	No. 08-2379-C.D.
LINDA J. RENAUD, and	:	
ROBERT B. WOOMER, and	:	
WOOMER & HALL, LLP,	:	
Defendants	:	

Respectfully submitted,

HANAK, GUIDO and TALADAY

By



Matthew B. Taladay, Esq.
Attorney for Plaintiff

Timothy E. Durant, Esq.
Attorney for James R. Cutler, Jr.

Robert J. Donahoe, Esq.
Attorney for Robert B. Woomer and
Woomer & Hall, LLP

Peter J. Speaker, Esq.
Attorney for Tuscarora Wayne
Mutual Insurance Company

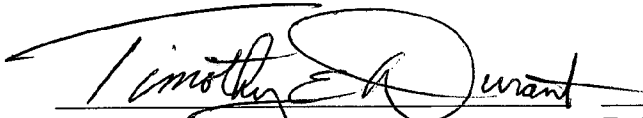
Linda J. Cutler, a/k/a Linda J.
Renaud

Respectfully submitted,

HANAK, GUIDO and TALADAY

By

Matthew B. Taladay, Esq.
Attorney for Plaintiff



Timothy E. Durant, Esq.
Attorney for James R. Cutler, Jr.

Robert J. Donahoe, Esq.
Attorney for Robert B. Woomer and
Woomer & Hall, LLP

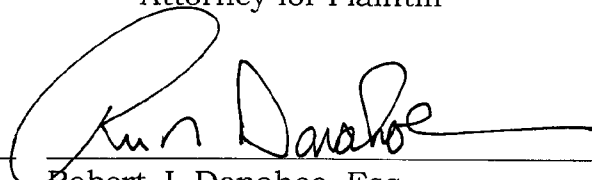
Peter J. Speaker, Esq.
Attorney for Tuscarora Wayne
Mutual Insurance Company

Linda J. Cutler, a/k/a Linda J.
Renaud

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Plaintiff

A handwritten signature in black ink, appearing to read "R. Donahoe", is written over a horizontal line.

Timothy E. Durant, Esq.
Attorney for James R. Cutler, Jr.

Robert J. Donahoe, Esq.
Attorney for Robert B. Woomer and
Woomer & Hall, LLP

Peter J. Speaker, Esq.
Attorney for Tuscarora Wayne
Mutual Insurance Company

Linda J. Cutler, a/k/a Linda J.
Renaud

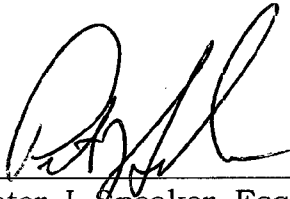
Respectfully submitted,

HANAK, GUIDO and TALADAY

By

Matthew B. Taladay, Esq.
Attorney for Plaintiff

Timothy E. Durant, Esq.
Attorney for James R. Cutler, Jr.



Peter J. Speaker, Esq.
Attorney for Tuscarora Wayne
Mutual Insurance Company

Robert J. Donahoe, Esq.
Attorney for Robert B. Woomer and
Woomer & Hall, LLP

Linda J. Cutler, a/k/a Linda J.
Renaud

Respectfully submitted,

HANAK, GUIDO and TALADAY

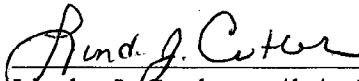
By _____

Matthew B. Taladay, Esq.
Attorney for Plaintiff

Timothy E. Durant, Esq.
Attorney for James R. Cutler, Jr.

Robert J. Donahoe, Esq.
Attorney for Robert B. Woomer and
Woomer & Hall, LLP

Peter J. Speaker, Esq.
Attorney for Tuscarora Wayne
Mutual Insurance Company



Linda J. Cutler, a/k/a Linda J.
Renaud

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

No. 08-2379-C.D.

FILED *icc*
0/3:26/1 Any Taladay
AUG 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 27th day of AUGUST, 2009 upon
Stipulation of the parties,

IT IS HEREBY ORDERED AND DECREED that the case
caption in the above docketed matter shall read as follows:

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP,
Defendants

No. 08-2379-C.D.

BY THE COURT,

Judith J. Cunningham

J.

FILED

AUG 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/27/09

☒ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

Type of Case: Civil Action

No. 08-2379- C.D.

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiff

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

Date: 12-10-08

9 **FILED** Atty pd.
3:48 PM 95.00
DEC 11 2008 SCC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

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

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ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

No. _____

NOTICE

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

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

MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
800-326-9177

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
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ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
TUSCARORA WAYNE MUTUAL
INSURANCE COMPANY

No. _____

COMPLAINT

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and brings this Complaint against Defendants, JAMES R. CUTLER, JR. and LINDA J. CUTLER, a/k/a LINDA J. RENAUD, and ROBERT B. WOOMER, and WOOMER & HALL, LLP, and TUSCARORA WAYNE MUTUAL INSURANCE COMPANY, averring as follows:

1. Plaintiff, NORTHWEST SAVINGS BANK, is a savings bank organized and existing under the laws of the Commonwealth of Pennsylvania with a business address of 100 Liberty Street, P. O. Box 337, Warren, Pennsylvania, 16365.

2. Plaintiff was formerly operating as CSB Bank, and is now, by corporate act of merger, Northwest Savings Bank.

3. Defendants James R. Cutler Jr. and Linda J. Cutler, also known as Linda J. Renaud, are adult individuals, and were formerly husband and wife, with a former address and place of residence at 201 Race Street, PO Box 693, Clearfield, Pennsylvania 16830 (hereinafter "the Cutler Defendants").

4. It is believed that the Cutler Defendants are presently divorced, and no longer residing at the Race Street residence. The current home addresses for the Cutler Defendants are unknown.

5. Defendant Linda Cutler, a/k/a Linda Renaud, is believed to be a resident of Clearfield County, Pennsylvania, with a place of employment at The Office of Dr. Donald E. Conrad, D.O., 502 Park Avenue, Clearfield, Pennsylvania 16830.

6. Defendant James R. Cutler, Jr. is believed to be a resident of Clearfield County, Pennsylvania, with a place of employment at Mountain Laurel Nursing and Rehabilitation Center, 700 Leonard Street, Clearfield, Pennsylvania 16830.

7. Defendant Robert B. Woomer is an Attorney employed by Woomer & Hall, LLP with a place of employment at 2945 Banksville Road, Suite 200, Pittsburgh, Pennsylvania 15216-2749. Defendant Robert B. Woomer is believed to be a general partner of the firm of Woomer & Hall, LLP.

8. Defendant Woomer & Hall, LLP is a limited liability partnership believed to be organized under the laws of Pennsylvania with

a principal place of business at 2945 Banksville Road, Suite 200,
Pittsburgh, Pennsylvania 15216-2749.

9. Defendant Tuscarora Wayne Mutual Insurance Company is a Pennsylvania insurance corporation engaged in the business of underwriting and claims management with a home office and mailing address of 601 State Street, P.O. Box 7, Wyalusing, Pennsylvania 18853.

10. At all times relevant hereto the Cutler Defendants have been the owners of real property located at 201 Race Street, Clearfield, Pennsylvania, jointly as tenants-by-the-entireties or as co-tenants, subject to a mortgage with CSB Bank.

11. Plaintiff and the Cutler Defendants entered a residential Mortgage (the "Mortgage") agreement on October 11, 2002, between Defendants, James R. Cutler, Jr. and Linda J. Renaud, as Mortgagors, and CSB Bank (now Northwest Savings Bank), as Mortgagee. The Mortgage was recorded on October 11, 2002 in the Clearfield County Recorder's Office at instrument number 200216555. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

12. The Mortgage secures the Cutler Defendants' certain Adjustable Rate Note and Agreement (the "Note") dated October 11, 2002, providing for repayment of the debt evidenced by the Note in the principal sum of One Hundred Six Thousand Two Hundred Ten Dollars (\$106,210.00) payable to the Plaintiff at a variable interest rate, beginning at a yearly rate of 4.75%. A true and correct copy of the Note is attached hereto and marked as Exhibit "B".

13. The real property subject to the Mortgage is identified as 201 Race Street, Clearfield, Lawrence Township, Clearfield County, Pennsylvania, and is more specifically described in the "*Exhibit to Mortgage For James R. Cutler and Linda J. Renauld*" included as part of the Mortgage attached hereto and marked as Exhibit "A" (hereinafter "the mortgaged premises").

14. The Mortgage is in default in that the principal and interest payments due upon the mortgage are overdue and have been in default since February 1, 2008. By the terms of said Mortgage and Promissory Note secured thereby, the entire unpaid balance of principal and accrued interest is immediately due and payable.

15. Pursuant to the terms of the Note, Plaintiff has made demand for payment of all sums due and owing on the mortgage, but payment has been refused.

16. By Complaint in Mortgage Foreclosure, Plaintiff instituted foreclosure proceedings against the mortgaged premises on June 30, 2008. Judgment in Mortgage Foreclosure has not been entered against the Cutler Defendants, and execution has not been made. The foreclosure Complaint is pending.

17. As of November 25, 2008, the full balance due on the mortgage loan is \$112,034.12.

18. On July 18, 2007, an accident occurred whereby a tractor-trailer truck lost control and crashed into several homes located on Race Street, Clearfield County, including the home of the Cutler Defendants, which is also the mortgaged premises.

19. As a result of the truck accident, the mortgaged premises sustained significant structural damage. Damage from the crash was determined to be \$127,595.11. An appraisal award for the amount of damages to the mortgaged premises from Gerald Williams Adjustment Service was believed to be secured for purposes of the Cutlers' insurance claim, and is attached hereto as Exhibit "C" and incorporated herein by reference.

20. The Mortgage Agreement entered between the Plaintiff and the Cutler Defendants contained a covenant that the mortgaged property shall be insured by the Cutler Defendants for the security of the Plaintiff mortgagee/lender. Specifically, the Mortgage Agreement contains Paragraph 5 - "Hazard or Property Insurance" - which requires the "Borrower" (the Cutler Defendants) to keep the mortgaged premises insured against loss by fire or other hazards.

21. Paragraph 5 of the Mortgage Agreement also provides, in the event of loss:

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

22. Plaintiff, as Mortgagee/Lender, has an equitable lien on any insurance proceeds resulting from damage to the mortgaged premises to the extent of the unpaid secured mortgage debt.

23. Paragraph 6 of the Mortgage Agreement contains a covenant that the Cutler Defendants will protect the Plaintiff's security interest and protect the mortgaged property against damage, deterioration or waste. This clause provides: "Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property."

24. The Cutler Defendants are in default under the terms of the Mortgage Agreement because they failed to timely pay the mortgage debt, failed to properly maintain the property as a residence, and failed to repair and restore the damage. Such default has materially impaired Plaintiff's lien created by the mortgage.

25. The Plaintiff is entitled to funds paid on account of damage to the mortgaged real estate to the extent that the mortgagee's security has been impaired by the damage.

26. The Cutler Defendants insured the mortgaged premises under a casualty policy of insurance issued by Defendant Tuscarora Wayne Mutual Insurance Company. Pursuant to the terms of the Mortgage, the insurance policy and all renewals was to include a standard mortgage clause. A copy of the declarations page is attached as Exhibit "D".

27. Following the truck accident which damaged the mortgaged premises, the Cutler Defendants hired Defendant Robert B.

Woomer, Esq. and Woomer & Hall, LLP to represent them in legal proceedings to secure the insurance proceeds.

28. At all times relevant hereto, Robert B. Woomer and Woomer & Hall, LLP were acting as Attorneys for the Cutler Defendants under a contract for legal services between the Defendant Attorneys and the Cutler Defendants.

29. Plaintiff, Northwest Savings Bank, has never authorized or agreed to the representation of Robert B. Woomer or Woomer & Hall, LLP for any matters concerning the mortgage, the mortgaged real estate, the insurance claim or any other matter on behalf of Plaintiff. Defendant Woomer, and Defendant Woomer & Hall were at all times contracted for legal services solely by the Cutler Defendants and were never expressly or impliedly authorized to represent the interests of Northwest Savings Bank.

30. Under the terms of the casualty insurance policy issued to the Cutler Defendants, the Defendant Insurance Company paid insurance proceeds for damage to the mortgaged premises. It is believed that insurance funds were paid by Defendant Tuscarora Wayne Mutual Insurance Company by at least three checks in an amount exceeding \$110,000.00.

31. The Defendant Insurance Company issued checks for the insurance funds paid to the order of "LINDA CUTLER, JAMES R.

CUTLER JR., AND WOOMER & HALL ATTORNEYS AND CSB BANK." A copy of a check from the Defendant Insurance Company in the amount of \$92,539.00 is attached hereto as Exhibit "E".

32. The checks for insurance proceeds were endorsed by signature of James R. Cutler, Jr. and Linda Cutler and stamped "PAY TO THE ORDER OF NATIONAL CITY BANK, FOR DEPOSIT ONLY, WOOMER & HALL LLP, IOLTA CLIENT TRUST FUND, 881500407."

33. It is Plaintiff's belief that the insurance proceeds were deposited into the IOLTA client trust account of Woomer & Hall, LLP and distributed in part to the Cutler Defendants and in part to Woomer & Hall, LLP or Defendant Robert Woomer.

34. Plaintiff was a named payee on the checks from Defendant Tuscarora Wayne Mutual Insurance Company.

35. At all times relevant to this action, Plaintiff has held an equitable lien against the insurance proceeds to cover the amount of the secured interest in the mortgaged premises. Plaintiff's equitable lien is superior to the entitlement of the Cutler Defendants and the Defendant Attorneys.

36. Plaintiff never endorsed a check issued by Tuscarora Wayne Mutual Insurance Company.

37. Plaintiff never authorized deposit or disbursement of any insurance proceeds recovered for damage to the mortgaged premises.

38. The Plaintiff is, and at all times relevant hereto has been, entitled to receive the insurance proceeds for damage to the insured premises to the extent necessary to fully satisfy the mortgage debt.

39. At the time the insurance proceeds were paid (July 22, 2008) the mortgage debt was in excess of \$106,054.01. Plaintiff did not receive any part of the insurance proceeds in satisfaction of this debt.

40. It is believed that no part of the insurance proceeds have been used to remedy the damaged premises or for the protection of the mortgaged value of the property.

COUNT I

**Plaintiff Northwest Savings Bank v. Defendants James R. Cutler, Jr.
and Linda J. Cutler, a/k/a Linda J. Renaud**

41. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

42. The Cutler Defendants are in breach of the terms of the Mortgage and Security Instrument with Plaintiff in all of the following respects:

- (a) failing to timely pay the principal and interest due and owing on the mortgage debt;

- (b) failing to maintain the mortgaged premises as a residence;
- (c) failing to remedy and repair damage to the mortgaged premises;
- (d) permitting the mortgaged premises to deteriorate and/or committing waste on the mortgaged premises;
- (e) failing to defend and protect the interest and lien of the Plaintiff/Mortgagee;
- (f) failing to apply insurance proceeds recovered for damage to the mortgaged premises to the restoration and repair of the property damaged;
- (g) failing to apply insurance proceeds recovered for damage to the mortgaged premises to the sums secured by the Mortgage and Security Instrument and owed to the Plaintiff Mortgagee.

43. By their actions and breaches of the Mortgage and Security Instrument, the Cutler Defendants have materially impaired Plaintiff's lien on the mortgaged premises.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of the unpaid mortgage debt \$112,034.12, plus interest thereon at a per diem rate of

\$22.02 on the unpaid principal balance from November 25, 2008,
together with all late fees, costs and reasonable attorney's fees incurred.

COUNT II

Plaintiff Northwest Savings Bank v. Defendant Robert B. Woomer and Defendant Woomer & Hall, LLP

44. All of the foregoing paragraphs are incorporated herein
as though fully set forth at length.

45. The Plaintiff Bank had an immediate and superior
right to the insurance proceeds recovered for damage to the mortgaged
premises.

46. The Defendant Attorneys negotiated for settlement and
recovered proceeds of insurance for damage to the mortgaged premises
without the consent or authorization of the Plaintiff Bank in violation of
the terms of the Mortgage Agreement, Security Instrument and
Insurance Policy.

47. Despite being named as a payee on the checks for
insurance proceeds, the checks were deposited and disbursed by the
Defendant Attorneys without the consent, authorization or endorsement
of the Plaintiff.

48. By depositing the insurance checks in the Attorney IOLTA account, the Defendants Robert B. Woomer and Woomer & Hall, LLP converted funds rightfully owed to Plaintiff.

49. Defendants Robert B. Woomer and Woomer & Hall, LLP failed to properly negotiate the insurance check.

50. Defendants Robert B. Woomer and Woomer & Hall, LLP failed to insure that the insurance check was properly disbursed in favor of the Plaintiff's superior equitable lien.

51. Defendants Robert B. Woomer and Woomer & Hall, LLP failed to secure the endorsement of the Plaintiff Bank before making deposit of the insurance check.

52. Defendants Robert B. Woomer and Woomer & Hall, LLP had knowledge of the outstanding mortgage debt existing on the Cutlers' property at the time the property sustained damage, and had further knowledge of the equitable lien in favor of the Mortgagee created by the Mortgage, Security Instrument and mortgage clause of the Insurance Policy.

53. Defendants Robert B. Woomer and Woomer & Hall, LLP wrongfully and without authorization of the Plaintiff Mortgagee negotiated for settlement and payment of the insurance claim for damage to the mortgaged premises in violation of the Plaintiff's equitable lien created by the outstanding Mortgage debt.

54. Plaintiff sent notices to the Defendant Attorneys by letters dated August 15, 2008 and September 30, 2008 asking for confirmation that no disbursement of the insurance proceeds had been made and demanding the insurance funds not be disbursed without written consent of all payees. Copies of the 8/15/08 and 9/30/08 letters are attached hereto collectively as Exhibit "F".

55. The Defendant Attorneys did not respond to Plaintiff's demands and it is Plaintiff's belief that the Defendants converted funds owing to Plaintiff by making disbursement of the funds in part to the Cutler Defendants and in part to the Defendant Attorneys.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of the unpaid mortgage debt \$112,034.12, plus interest thereon at a per diem rate of \$22.02 on the unpaid principal balance from November 25, 2008, together with all late fees, costs and reasonable attorney's fees incurred.

COUNT III. FRAUD

Plaintiff Northwest Savings Bank v. Defendant Robert B. Woomer
and Defendant Woomer & Hall, LLP

56. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

57. The Defendant Attorneys misrepresented, or by their actions implied, that they were acting on behalf of the Plaintiff Bank for purposes of settling the insurance claim for damage to the mortgaged property.

58. The Defendant Attorneys induced the Defendant Insurance Company to issue checks under the implied authority of the Plaintiff Bank.

59. The Defendant Attorneys were obliged to advise Plaintiff that checks had been issued with the Plaintiff named as a payee.

60. The Defendant Attorneys had knowledge of the outstanding mortgage on the damaged property and knew that the Plaintiff/Mortgagee had a superior right to the insurance proceeds and an equitable lien on any insurance proceeds recovered for damage to the mortgaged premises.

61. The insurance claim was negotiated, settled and paid without the knowledge, consent or authorization of the Plaintiff.

62. Defendants defrauded Plaintiff by expressly or impliedly representing to the insurance company that Defendant Attorneys were representing Plaintiff in the insurance claim.

63. Defendants defrauded Plaintiff by failing to disclose to Plaintiff the receipt of insurance proceeds on Plaintiff's behalf.

64. Defendants' willful and wanton failure to inform Plaintiff of the insurance claim, failure to disclose to Plaintiff the receipt of insurance funds, and failure to make disbursement of the insurance checks in satisfaction of Plaintiff's equitable lien and the mortgage debt constitutes fraud.

65. Plaintiff's interests have been substantially impaired by Defendants' conduct in wrongfully depositing and disbursing the insurance checks.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of \$112,034.12, plus punitive damage and costs.

COUNT IV

Plaintiff Northwest Savings Bank v.

Defendant Tuscarora Wayne Mutual Insurance Company

66. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

67. The Defendant Tuscarora Wayne Mutual Insurance Company ("Defendant Insurer") had a duty to pay insurance proceeds to the proper party.

68. Under the terms of the Mortgage, Security Instrument and mortgage clause of the Insurance Policy, the Plaintiff, as the mortgagee bank, had a superior right to the policy proceeds up to the amount of the secured debt.

69. The Defendant Insurance Company investigated the claim, negotiated settlement with the Cutler Defendants and their attorneys, and paid the claim without the authority, knowledge or consent of the Plaintiff/Mortgagee Bank.

70. The Defendant Insurance Company failed to ascertain whether the Plaintiff Bank had knowledge of the claim or whether the Mortgagee Bank's interests were being represented and protected.

71. The Defendant Insurance Company failed to ascertain whether the Defendant Attorneys were acting on behalf of the Plaintiff Bank with express or implied authority.

72. The insurance check was issued by Defendant Insurer without the consent or authorization of Plaintiff and without the Plaintiff's interests being protected or represented in the claim.

73. The Plaintiff bank received no part of the insurance proceeds.

74. In paying the insurance proceeds after settling the claim with the insured owners and their attorneys, the Defendant

Insurance Company breached its duty to protect the priority interest of the Plaintiff Bank.

75. The insurance checks were issued in violation of the terms of the mortgage clauses in the Mortgage, Security Agreement and Insurance Policy, and in violation of the equitable lien held by Plaintiff.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of the unpaid mortgage debt \$112,034.12, plus interest thereon at a per diem rate of \$22.02 on the unpaid principal balance from November 25, 2008, together with all late fees, costs and reasonable attorney's fees incurred

COUNT V. PUNITIVE DAMAGES

76. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

77. Defendants' actions as alleged herein are outrageous, malicious, willful and wanton, and were intended to cause harm to Plaintiff.

78. As a result of Defendants' outrageous conduct, Plaintiff is entitled to punitive damages in excess of and in addition to damages awarded for satisfaction of the mortgage debt, restitution, conversion and interest, fees and costs.

WHEREFORE, Plaintiff demands judgment against all of the above-captioned Defendants for punitive damages in the amount of \$112,034.12, plus punitive damages, interest and costs.

COUNT VI. ACCOUNTING AND EQUITABLE RELIEF

79. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

80. The Defendants have negotiated, paid, deposited and disbursed insurance funds resulting from damage to the mortgaged premises knowing that Plaintiff has a superior right to the funds.

81. The conduct of Defendants constitutes a continuous misappropriation of funds, and the Defendant Attorneys have refused, after demand, to refrain from said conduct.

82. The conversion of the insurance funds by Defendants is to Plaintiff's detriment as Plaintiff has an equitable lien on the funds to the extent of the outstanding mortgage debt.

83. Plaintiff's are entitled to equitable relief in the form of an injunction to enjoin all Defendants from depositing, disbursing or spending the insurance proceeds in any manner inconsistent with Plaintiff's superior right to such funds.

84. Plaintiff is entitled to an accounting of the insurance funds paid, recovered, deposited, disbursed and spent to the extent of Plaintiff's superior claim for the outstanding mortgage debt.

WHEREFORE, Plaintiff requests this Honorable Court order relief as follows:

- (1) issue an order enjoining all Defendants from disbursing, converting or spending any insurance funds claimed or recovered for damage to the mortgaged premises in any manner inconsistent with Plaintiff's equitable lien and superior right to such proceeds;
- (2) issue an order requiring an accounting by all Defendants for insurance proceeds involving the insurance claim for damage to the mortgaged premises, including all insurance funds claimed, paid, recovered, deposited, disbursed and spent.
- (3) issue an order directing Defendants to pay Plaintiff damages representing the unpaid mortgage debt in satisfaction of Plaintiff's equitable lien resulting from damage to the mortgaged premises;
- (4) award Plaintiff attorney fees, costs and expenses;
- (5) award Plaintiff punitive damages for the Defendants' outrageous, malicious, willful and wanton conduct; and
- (6) such other relief as your Honorable Court may deem appropriate.

Respectfully submitted,

HANAK, GUIDO AND TALADAY



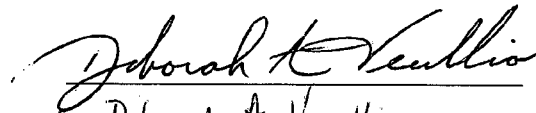
Matthew B. Taladay, Esq.
Attorney for Plaintiff

VERIFICATION

I, Deborah A. Vecellio am the authorized representative, being the Special Assets Coordinator, Retail Collections, of NORTHWEST SAVINGS BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: 12/3/08


Deborah A Vecellio

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200214555
RECORDED ON
Oct 11, 2002
2:14:00 PM
Total Pages: 5
ECONOMY FEES - \$15.00
RECORDER
PROPERTY IMPROVEMENT \$2.00
UND
F.C. A IMPROVEMENT \$3.00
UND
LATE UNIT TAX \$0.50
TOTAL \$20.50
CUSTOMER
MITH, PETER

[Space Above This Line For Recording Data]

MORTGAGE

#406889

THIS MORTGAGE ("Security Instrument") is given on October 11, 2002. The mortgagor is James R. Cutler, Jr. and Linda J. Renaud ("Borrower"). This Security Instrument is given to CSB Bank, which is organized and existing under the laws of Pennsylvania, and whose address is P.O. Box 29, Curwensville, PA 16833 ("Lender"). Borrower owes Lender the principal sum of One hundred six thousand two hundred ten and 00/100 Dollars (U.S. \$ 106,210.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2032. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Lawrence Township, Clearfield County, Pennsylvania:

SEE ATTACHED EXHIBIT A

which has the address of 201 Race Street Clearfield
(Street) (City)
Pennsylvania 16830 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

insurance previously in effect, from alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

..... James R. Cutler, Jr. (Seal)
James R. Cutler, Jr. —Borrower

..... Linda J. Renaud (Seal)
Linda J. Renaud —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 11th day of October, 2002, before me, a notary public,
the undersigned officer, personally appeared James R. Cutler, Jr. and Linda J. Renaud, known to me (or satisfactorily proven to be the person(s)
whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires

NOTARIAL SEAL
HOLLY A. BRESSLER, Notary Public
Clearfield Boro, Clearfield Co., PA
My Commission Expires Sept. 12, 2006

I hereby certify that the precise address of the within Mortgagee (Lender) is
P. O. Box 29
Curwensville, PA 16833

Holly A. Bressler
Notary Public
Title Officer
Peter F. Smith, Esquire
Title of Officer

EXHIBIT TO MORTGAGE FOR JAMES J. CUTLER, JR. &
LINDA J. RENAUD

ALL that those certain lots or parcels of ground situated in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at an iron pipe along Race Street at corner of land hereby conveyed and land now or formerly of Albert Pyle; thence North fifty-five (55) degrees thirty-six (36) minutes East, two hundred fifty-three and eight-tenths (253.8) feet to an iron pipe in the bank of Moose Creek; thence South fifty-five (55) degrees fifty-eight (58) minutes East, fifty-two and two-tenths (52.2) feet to a spike; thence South fifty-five (55) degrees thirty-six (36) minutes West, two hundred seventy-eight and five-tenths (278.5) feet to an iron pipe at Race Street; thence North twenty-eight (28) degrees twenty-four (24) minutes West, fifty (50) feet to the iron pipe and place of beginning.

BEING the same premises which Carmen P. Toney and Louise M. Toney, husband and wife, conveyed to the Grantors herein by Deed dated the 21st day of June, 1991 and recorded in the Office of The Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book 1404 at Page 240.

THE SECOND THEREOF:

BEGINNING at a pipe on Race Street, also known as Route No.17085; thence along Race Street, also known as Route No.17085 north twenty-eight (28) degrees twenty-four (24) minutes West one hundred sixty-nine and eight-tenths (169.8) feet to a mark on the bridge across Moose Creek; thence down Moose Creek north seventy-six (76) degrees thirty (30) minutes east one hundred thirty-four (134) feet to a spike; thence south eighty-three (83) degrees twelve (12) minutes east eighty-nine (89) feet to a spike; thence south seventy (70) degrees fifteen (15) minutes east seventy-five and eight-tenths (75.8) feet to a pipe on the bank of said Moose Creek; thence along property formerly of Paul Kolbe, now of Carmen P. Toney, south fifty-five (55) degrees thirty-six (36) minutes West two hundred fifty-three and eight-tenths (253.8) feet to the pipe and place of beginning. Containing six hundred and twenty-seven one-thousandths (627/1000) of an acre, more or less.

BEING the same premises which Clearfield Enterprises, Inc. conveyed to the Grantors herein by Deed dated the 24th day of April, 2000 and recorded in the Office of The Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No.20005734.

ADJUSTABLE RATE NOTE

(Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

.....October 11,....., ~~xx~~ 2002 Clearfield Pennsylvania
[City] [State]

..... 201 Race Street
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$106,210.00... (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CSB Bank, P. O. Box 29..... Curwensville, PA 16833.....

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 4.75%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on December 1,....., ~~xx~~ 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 1, 2032....., I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at any CSB Bank office....., or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$554.05..... This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November 1,....., ~~xx~~ 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the: Prime Rate published by the Wall Street Journal.....

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The initial Index value for the loan is 4.75%.

MULTISTATE ADJUSTABLE RATE NOTE—ARM—Single Family—UNIVERSAL

FORM US 35 (12/87)

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ...Zero..... percentage points (...0....%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than ...6.75...% or less than ...4.75...%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ...two... percentage points (...2...%) from the rate of interest I have been paying for the preceding ...12.... months. My interest rate will never be greater than ...10.75...%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of ...15..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ...5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

..... James R. Cutler, Jr. (Seal)
James R. Cutler, Jr. Borrower

..... Linda J. Renaud (Seal)
Linda J. Renaud Borrower

..... (Seal)
Borrower

[Sign Original Only]

GERALD WILLIAMS ADJUSTMENT SERVICE

215 West Market Street
Scranton, Pennsylvania 18508
Phone (570) 346-1010 Fax (570) 347-0569

APPRAISAL AWARD**INSURED:** LINDA & JAMES CUTLER**COMPANY:** TUSCARORA WAYNE MUTUAL INSURANCE COMPANY**D.O.L.:** 7/18/07

We the undersigned do hereby submit this written report of an agreement as to the amount of loss over and above the already established undisputed amount.

AMOUNT OF LOSS AGREED UPON \$ 127,595.11

DEDUCTIBLE AND ANY CASHED ADVANCE PAYMENTS TO BE DEDUCTED FROM ABOVE.

APPRAISER Gerald Williams**DATED** 7/8/08**APPRAISER** _____**DATED** _____**UMPIRE** _____**DATED** _____

PART B DECLARATION PAGE


TUSCARORA WAYNE
MUTUAL INSURANCE COMPANY

Since 1874

Post Office Box Seven • Wyalusing, Pennsylvania 18853

HOMEOWNERS

Renewal Declarations

MB

POLICY NUMBER	FROM	POLICY PERIOD	TO		
HO113652	10/11/07	10/11/08	12:01 AM STANDARD TIME		14103

NAMED INSURED AND ADDRESS	AGENT
Linda Cutler JAMES R CUTLER JR 201 RACE STREET CLEARFIELD, PA 16830	CENTRAL INSURERS GROUP, INC T/A CHARLES A JONES INS 20 S FRONT ST - PO BOX 209 PHILIPSBURG, PA 16866 Phone: (814) 342-1880

MK

----- PREMIUM SUMMARY -----					
BASIC COVERAGES PREMIUM	ATTACHED ENDORSEMENTS PREMIUM	SCHEDULED PROPERTY PREMIUM	POLICY FEES/TAXES PREMIUM	TOTAL POLICY PREMIUM	EARNED/UNEARNED PREMIUM
\$577.00	\$10.00	\$0.00		\$587.00	

----- LOCATION 1 -----									
FORM	CONST	YEAR	SQ FEET	NUM FAM	OCCUP	PROT	CLASS	TERRITORY	VMM
3	Frame	1951		1	P		P	143	

OWNER OCCUPIED DWELLING

COVERAGES - SECTION I	LIMITS	PREMIUMS
Coverage A - Residence	\$178,100	\$577
Coverage B - Appurtenant Structures	\$17,810	Incl
Coverage C - Personal Property	\$89,050	Incl
Coverage D - Additional Living Expenses	\$35,620	Incl

Section I coverages are subject to \$250 all peril deductible each loss.

COVERAGES - SECTION II	LIMITS	PREMIUMS
Coverage L - Personal Liability	\$100,000	Incl
Coverage M - Medical Liability	\$1,000	Incl

LOCATION OF PROPERTY INSURED

CLEARFIELD

W RTE 322

CLEARFIELD, PA 16830

County: CLEARFIELD

----- POLICY FORMS AND ENDORSEMENTS -----									
NUMBER	EDITION	DESCRIPTION	LOC	ITM	DED	LIMIT	PREM		
ML-184	1.0	Automatic Adjustment of Limits 6% Annual Increase	1	1					
ML-216	2.0	Protective Devices 2% SMOKE ALARM CREDIT	1	1					
ML-55	2.4	Replacement Value - Personal Prop	1	1					
ML-30	1.0	Incidental Property Coverages - H REFRIGERATED FOOD	1	1		500	\$6		
ML-145	1.0	Expanded Replacement Cost Terms	1	1			\$4		

Continued on Next Page...

Home Office Copy

EXHIBIT "D"

PART B DECLARATION PAGE


TUSCARORA WAYNE
MUTUAL INSURANCE COMPANY

Since 1874

Post Office Box Seven • Wyalusing, Pennsylvania 18853

HOMEOWNERS

Renewal Declarations

MB

POLICY NUMBER	FROM	POLICY PERIOD TO	12:01 AM STANDARD TIME	14103
HO113652	10/11/07	10/11/08		
NAMED INSURED AND ADDRESS			AGENT	
LINDA CUTLER JAMES R CUTLER JR 201 RACE STREET CLEARFIELD, PA 16830			CENTRAL INSURERS GROUP, INC T/A CHARLES A JONES INS 20 S FRONT ST - PO BOX 209 PHILIPSBURG, PA 16866 Phone: (814) 342-1880	

MK

----- POLICY FORMS AND ENDORSEMENTS -----

NUMBER	EDITION	DESCRIPTION	LOC	ITM	DED	LIMIT	PREM
ML 0689	10 03	Limited Fungl, Wet/Dry Rot, or Ba	1	1			
ZPREFER	09-95	Preferred Credit Applies	1	1			
TW-FB	04-00	Exclusion of Farm-Type Outbuildin					
FORM-3	2.0	Special Form					
ML 0083	07 06	Amendatory Endorsement - Pennsylv					
ML 0087	07 06	Natural Growth Exclusion					
ML-120	2.0	Insurance Consultation Services E					
ML-147	1.0	Punitive Damage Exclusion					
ML-223	6.0	Lead Liability Exclusion					
ML-483	2.1	Calendar Date or Time Failure Exc					
R-LOSSCR	02-02	Renewal Loss Free Credit					
TW-MP	04-97	Mutual Provisions					
TW-LOSS	01-01	TW Loss Surcharge					
TW-PPN	07-01	Privacy Policy Notice					

----- ADDITIONAL INTERESTS -----

Mortgagee 1

Policy

CSB BANK

ISAOA, MORTGAGE DEPT

PO BOX 29

CURWENSVILLE, PA 16833-0029

IN WITNESS WHEREOF, this Company has executed and attested these presents: but
this policy shall not be valid unless countersigned by the duly authorized agent of this
Company at Wyalusing, PA.

Shelby W. Napai
Secretary

Jan W. Chadwick
President/CEO

THIS REPLACES ALL PREVIOUSLY ISSUED POLICY DECLARATIONS, IF ANY. THIS POLICY APPLIES ONLY TO
ACCIDENTS, OCCURRENCES, OR LOSSES WHICH HAPPEN DURING THE POLICY PERIOD SHOWN ABOVE.

AGENCY AT PHILIPSBURG PA

Home Office Copy

Jan W. Chadwick
AUTHORIZED COUNTERSIGNATURE

DATE 09/06/07

PAGE 2

**Tuscarora Wayne
Mutual Insurance Company**
801 State St., P.O. Box 7, Wyalusing, PA 18853

Peoples State Bank
Wyalusing, PA 18853

113561

CHECK DATE	CONTROL NUMBER	AMOUNT
7/22/2008	113561	\$*****92539.00

Ninety-Two Thousand Five Hundred Thirty-Nine and 00/100----- Dollars

PAY

LINDA CUTLER, JAMES R. CUTLER JR. AND WOOLMER & HALL
ATTORNEYS AND CSB BANK
201 RACE STREET
CLEARFIELD, PA 16830

TO THE
ORDER
OF

TUSCARORA WAYNE MUTUAL INSURANCE COMPANY
NOT VALID AFTER 60 DAYS

000000 010 05 000000
000000 000000

AUTHORIZED SIGNATURE

113561 031314503 57 0577460

0009253900

>041000124<
NATL CITY BK090 08/08/08
4100 N. 158 CLEV OH 44135
5100703210

PAY TO THE ORDER OF
NATIONAL CITY BANK
FOR DEPOSIT ONLY
WOOLMER & HALL LLP
POLA CLIENT TRUST FUND
88150007

James R. Cutler Jr. Linda Cutler

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich

Telephone: (814) 371-7768
Fax: (814) 371-1974

528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801

mbtaladay@verizon.net

August 15, 2008

Via Fax and First Class Mail

Robert B. Woomer, Esq.
Woomer & Hall
Suite 200
2945 Banksville Road
Pittsburgh, PA 15216-2749

Re: Northwest Savings Bank vs.
James R. Cutler, Jr. and Linda J. Cutler,
a/k/a Linda J. Renaud

Dear Mr. Woomer:

I am writing to confirm our conversation of this date. I advised you that I was calling on behalf of Northwest Savings Bank, successor-in-interest to CSB. It is my understanding that you are representing the Cutlers in a claim for property damage to their Clearfield residence. You had previously advised that an arbitrated settlement with Tuscarora Wayne Mutual Insurance Company had been reached.

I advised you that my client is listed as an additional insured on the Tuscarora Wayne policy. This is a requirement under the mortgage agreement at paragraph 8. I am enclosing a copy for your review.

The mortgage agreement also requires that your clients preserve, maintain and protect the property (see paragraph 6). Accordingly, Northwest Savings Bank has a legal and equitable interest in the insurance claim proceeds from Tuscarora Wayne Mutual.

During our conversation, you advised that your office had received a check from Tuscarora Wayne Mutual which represented partial payment of the claim. You further advised that you expect two additional checks. You told me that you did not know whether Northwest Savings Bank was listed as an additional payee on the check.

Robert B. Woomer, Esq.
August 15, 2008
Page 2

Regardless of whether the Bank is listed as a payee on the check, I must insist that no funds be disbursed until an agreement is made to escrow sufficient proceeds to fully restore the mortgaged premises.

In that we do not currently have full documentation regarding the nature and extent of the damages to the property, any information which you may have, including repair estimates, photographs and other exhibits that may have been used in the arbitration, would be helpful to expedite this process. I am sure that my office and the Bank are willing to cooperate and work with you toward a mutually agreeable arrangement for distribution of the settlement proceeds.

I would ask that you promptly confirm in writing your client's agreement to refrain from disbursement and distribution of any insurance proceeds until arrangements have been made to accommodate the mortgage interest of Northwest Savings Bank. I look forward to your prompt reply.

Sincerely,

Matthew B. Taladay

MBT:kam

Enc.

cc: Northwest Savings Bank

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Telephone: (814) 371-7768
Fax: (814) 371-1974

528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801

Nicole Hanak Bankovich

mbtaladay@verizon.net

September 30, 2008

Via Fax and First Class Mail

Robert B. Woomer, Esq.
Woomer & Hall
Suite 200
2945 Banksville Road
Pittsburgh, PA 15216-2749

Re: Northwest Savings Bank vs.
James R. Cutler, Jr. and Linda J. Cutler,
a/k/a Linda J. Renaud

Dear Mr. Woomer:

To date I have received no response to my prior correspondence advising you of the interest of Northwest Savings Bank, successor to CSB Bank in the Tuscarora Mutual Insurance Company policy proceeds paid to your office. We have been provided with a copy of the check in the amount of \$92,539.00 payable to Linda Cutler, James R. Cutler and Woomer and Hall, attorneys, and CSB Bank. This check was apparently endorsed by the Cutlers and, without the authority of Northwest Savings Bank, deposited in your IOLTA account.

Although you have done so without the permission of Northwest Savings Bank, you have put your firm in the position of custodian and therefore fiduciary regarding the insurance policy proceeds. Northwest Savings Bank strictly forbids any disbursement of any policy proceeds without Order of Court or written consent of all parties. Unfortunately, it appears that we must institute appropriate legal action to resolve this matter. Any disbursement of proceeds without the bank's position may subject your firm to additional legal liability and potential disciplinary action.

Robert B. Woomer, Esq.
September 30, 2008
Page 2

Please confirm in writing that all insurance proceeds are being held by your office and that no disbursements have occurred. I look forward to your confirmation in this regard. Please refer all additional communications regarding this matter to my attention.

Sincerely,

Matthew B. Taladay

MBT:kam

cc: Northwest Savings Bank

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP

Type of Case: Civil Action

No. 08-2379-C.D.

Type of Pleading:
AMENDED COMPLAINT

Filed on Behalf of:
Plaintiff

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

Date: 05-06-09

^S FILED No
m 11012761 cc
MAY 07 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP,

:
:
:
:
:
:
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:

No. 08-2379-C.D.

NOTICE

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

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

MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
800-326-9177

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

NORTHWEST SAVINGS BANK,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
LINDA J. CUTLER, a/k/a	:	No. 08-2379-C.D.
LINDA J. RENAUD, and	:	
ROBERT B. WOOMER, and	:	
WOOMER & HALL, LLP,	:	

AMENDED COMPLAINT

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and brings this Amended Complaint against Defendants LINDA J. CUTLER, a/k/a LINDA J. RENAUD, and ROBERT B. WOOMER, and WOOMER & HALL, LLP, averring as follows:

1. Plaintiff, NORTHWEST SAVINGS BANK, is a savings bank organized and existing under the laws of the Commonwealth of Pennsylvania with a business address of 100 Liberty Street, P. O. Box 337, Warren, Pennsylvania, 16365.
2. Plaintiff was formerly operating as CSB Bank, and is now, by corporate act of merger, Northwest Savings Bank.

3. Defendant Linda J. Cutler, also known as Linda J. Renaud, is adult individual with a former address and place of residence at 201 Race Street, PO Box 693, Clearfield, Pennsylvania 16830.

4. Defendant Linda J. Cutler was formerly married to husband James R. Cutler, and the couple resided at the residence at 201 Race Street, Clearfield, Pennsylvania 16830. Plaintiff believes and therefore avers that as of July 18, 2007, the Cutlers were divorced and James R. Cutler has deeded his ownership interest in the marital residence to Linda J. Cutler, who resided at the Race Street residence as of that date.

5. Defendant Linda Cutler, a/k/a Linda Renaud, is believed to be a resident of Clearfield County, Pennsylvania, with a place of employment at The Office of Dr. Donald E. Conrad, D.O., 502 Park Avenue, Clearfield, Pennsylvania 16830.

6. Defendant Robert B. Woomer is an Attorney employed by Woomer & Hall, LLP with a place of employment at 2945 Banksville Road, Suite 200, Pittsburgh, Pennsylvania 15216-2749. Defendant Robert B. Woomer is believed to be a general partner of the firm of Woomer & Hall, LLP.

7. Defendant Woomer & Hall, LLP is a limited liability partnership believed to be organized under the laws of Pennsylvania with a principal place of business at 2945 Banksville Road, Suite 200, Pittsburgh, Pennsylvania 15216-2749.

8. Prior to their divorce, Defendant Linda Cutler and James Cutler were the owners of real property located at 201 Race

Street, Clearfield, Pennsylvania, jointly as tenants-by-the-entireties or as co-tenants, subject to a mortgage with CSB Bank.

9. Plaintiff and the Cutlers entered a residential Mortgage (the "Mortgage") agreement on October 11, 2002, between James R. Cutler, Jr. and Linda J. Renaud, as Mortgagors, and CSB Bank (now Northwest Savings Bank), as Mortgagee. The Mortgage was recorded on October 11, 2002 in the Clearfield County Recorder's Office at instrument number 200216555. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

10. The Mortgage secures a certain Adjustable Rate Note and Agreement (the "Note") dated October 11, 2002, providing for repayment of the debt evidenced by the Note in the principal sum of One Hundred Six Thousand Two Hundred Ten Dollars (\$106,210.00) payable to the Plaintiff at a variable interest rate, beginning at a yearly rate of 4.75%. A true and correct copy of the Note is attached hereto and marked as Exhibit "B".

11. The real property subject to the Mortgage is identified as 201 Race Street, Clearfield, Lawrence Township, Clearfield County, Pennsylvania, and is more specifically described in the *"Exhibit to Mortgage For James R. Cutler and Linda J. Renaud"* included as part of the Mortgage attached hereto and marked as Exhibit "A" (hereinafter "the mortgaged premises").

12. The Mortgage is in default in that the principal and interest payments due upon the mortgage are overdue and have been in default since February 1, 2008. By the terms of said Mortgage and

Promissory Note secured thereby, the entire unpaid balance of principal and accrued interest is immediately due and payable.

13. Pursuant to the terms of the Note, Plaintiff has made demand for payment of all sums due and owing on the mortgage, but payment has been refused.

14. By Complaint in Mortgage Foreclosure, Plaintiff instituted foreclosure proceedings against the mortgaged premises on June 30, 2008. Judgment in Mortgage Foreclosure has not been entered and execution has not been made. The foreclosure Complaint is pending.

15. As of November 25, 2008, the full balance due on the mortgage loan is \$112,034.12.

16. On July 18, 2007, an accident occurred whereby a tractor-trailer truck lost control and crashed into several homes located on Race Street, Clearfield County, including the home of Defendant Linda Cutler, which is also the mortgaged premises.

17. As a result of the truck accident, the mortgaged premises sustained significant structural damage. Damage from the crash was determined to be \$127,595.11. An appraisal award for the amount of damages to the mortgaged premises from Gerald Williams Adjustment Service was believed to be secured for purposes of Linda Cutlers' insurance claim, and is attached hereto as Exhibit "C" and incorporated herein by reference.

18. The Mortgage Agreement entered between the Plaintiff and the Cutlers contained a covenant that the mortgaged property shall

be insured by the Cutlers for the security of the Plaintiff mortgagee/lender. Specifically, the Mortgage Agreement contains Paragraph 5 - "Hazard or Property Insurance" - which requires the "Borrower" (the Cutlers) to keep the mortgaged premises insured against loss by fire or other hazards.

19. Paragraph 5 of the Mortgage Agreement also provides, in the event of loss:

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

20. Plaintiff, as Mortgagee/Lender, has an equitable lien on any insurance proceeds resulting from damage to the mortgaged premises to the extent of the unpaid secured mortgage debt.

21. Paragraph 6 of the Mortgage Agreement contains a covenant that the Cutlers will protect the Plaintiff's security interest and protect the mortgaged property against damage, deterioration or waste. This clause provides: "Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property."

22. Defendant Linda Cutler is in default under the terms of the Mortgage Agreement because she failed to timely pay the mortgage

debt, failed to properly maintain the property as a residence, and failed to repair and restore the damage. Such default has materially impaired Plaintiff's lien created by the mortgage.

23. The Plaintiff is entitled to funds paid on account of damage to the mortgaged real estate to the extent that the mortgagee's security has been impaired by the damage.

24. Defendant Linda Cutler insured the mortgaged premises under a casualty policy of insurance issued by Tuscarora Wayne Mutual Insurance Company. Pursuant to the terms of the Mortgage, the insurance policy and all renewals was to include a standard mortgage clause. A copy of the declarations page is attached as Exhibit "D".

25. Following the truck accident which damaged the mortgaged premises, Linda J. Cutler, a/k/a Linda J. Renaud, hired Defendants Robert B. Woomer, Esq. and Woomer & Hall, LLP to represent her in legal proceedings to secure the insurance proceeds.

26. At all times relevant hereto, Robert B. Woomer and Woomer & Hall, LLP were acting as Attorneys for Linda J. Cutler, a/k/a Linda J. Renaud, under a contract for legal services between the Defendant Attorneys and Linda J. Cutler, a/k/a Linda J. Renaud.

27. Plaintiff, Northwest Savings Bank, has never authorized or agreed to the representation of Robert B. Woomer or

Woomer & Hall, LLP for any matters concerning the mortgage, the mortgaged real estate, the insurance claim or any other matter on behalf of Plaintiff. Defendant Woomer, and Defendant Woomer & Hall were at all times contracted for legal services solely by Linda J. Cutler, a/k/a Linda J. Renaud, and were never expressly or impliedly authorized to represent the interests of Northwest Savings Bank.

28. Under the terms of the casualty insurance policy issued to the Linda Cutler, the Defendant Insurance Company paid insurance proceeds for damage to the mortgaged premises. It is believed that insurance funds were paid by Defendant Tuscarora Wayne Mutual Insurance Company by at least three checks in an amount exceeding \$110,000.00.

29. The Defendant Insurance Company issued checks for the insurance funds paid to the order of "LINDA CUTLER, JAMES R. CUTLER JR., AND WOOMER & HALL ATTORNEYS AND CSB BANK." A copy of a check from the Defendant Insurance Company in the amount of \$92,539.00 is attached hereto as Exhibit "E".

30. The checks for insurance proceeds were endorsed by signature of James R. Cutler, Jr. and Linda Cutler and stamped "PAY TO THE ORDER OF NATIONAL CITY BANK, FOR DEPOSIT ONLY, WOOMER & HALL LLP, IOLTA CLIENT TRUST FUND, 881500407."

31. It is Plaintiff's belief that the insurance proceeds were deposited into the IOLTA client trust account of Woomer & Hall, LLP for distribution in part to Linda Cutler, a/k/a Linda Renaud, and in part to Woomer & Hall, LLP or Defendant Robert Woomer.

32. Plaintiff CSB Bank, now Northwest Savings Bank, was a named payee on the checks from Defendant Tuscarora Wayne Mutual Insurance Company.

33. At all times relevant to this action, Plaintiff has held an equitable lien against the insurance proceeds to cover the amount of the secured interest in the mortgaged premises. Plaintiff's equitable lien is superior to the entitlement of Defendant Cutler and the Defendant Attorneys.

34. Plaintiff never endorsed a check issued by Tuscarora Wayne Mutual Insurance Company.

35. Plaintiff never authorized deposit or disbursement of any insurance proceeds recovered for damage to the mortgaged premises.

36. The Plaintiff is, and at all times relevant hereto has been, entitled to receive the insurance proceeds for damage to the insured premises to the extent necessary to fully satisfy the mortgage debt.

37. At the time the insurance proceeds were paid (July 22, 2008) the mortgage debt was in excess of \$106,054.01. Plaintiff did not receive any part of the insurance proceeds in satisfaction of this debt.

38. It is believed that no part of the insurance proceeds have been used to remedy the damaged premises or for the protection of the mortgaged value of the property.

39. Upon agreement of all legal counsel representing the parties in this matter, on April 30, 2009 funds in the amount of \$92,539.00 were transferred from Defendant Woomer & Hall's IOLTA client trust account to an escrow account at Northwest Savings Bank. The escrow account has been established in the names of Robert J. Donahoe, Attorney for Defendants Woomer and Woomer & Hall, and Matthew B. Taladay, Attorney for Plaintiff. The Northwest escrow account will be maintained for ultimate distribution as ordered by the Court as a result of this litigation.

COUNT I

Plaintiff Northwest Savings Bank v. Defendant

Linda J. Cutler, a/k/a Linda J. Renaud

40. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

41. Defendant, Linda J. Cutler, a/k/a Linda J. Renaud, is in breach of the terms of the Mortgage and Security Instrument with Plaintiff in all of the following respects:

- (a) failing to timely pay the principal and interest due and owing on the mortgage debt;
- (b) failing to maintain the mortgaged premises as a residence;
- (c) failing to remedy and repair damage to the mortgaged premises;
- (d) permitting the mortgaged premises to deteriorate and/or committing waste on the mortgaged premises;
- (e) failing to defend and protect the interest and lien of the Plaintiff/Mortgagee;
- (f) failing to apply insurance proceeds recovered for damage to the mortgaged premises to the restoration and repair of the property damaged;
- (g) failing to apply insurance proceeds recovered for damage to the mortgaged premises to the sums secured by the Mortgage and Security Instrument and owed to the Plaintiff Mortgagee.

42. By her actions and breaches of the Mortgage and Security Instrument, Linda J. Cutler, a/k/a Linda J. Renaud, has materially impaired Plaintiff's lien on the mortgaged premises.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of the unpaid mortgage debt \$112,034.12, plus interest thereon at a per diem rate of \$22.02 on the unpaid principal balance from November 25, 2008, together with all late fees, costs and reasonable attorney's fees incurred.

COUNT II

Plaintiff Northwest Savings Bank v. Defendant Robert B. Woomer and Defendant Woomer & Hall, LLP

43. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

44. The Plaintiff Bank had an immediate and superior right to the insurance proceeds recovered for damage to the mortgaged premises.

45. The Defendant Attorneys negotiated for settlement and recovered proceeds of insurance for damage to the mortgaged premises without the consent or authorization of the Plaintiff Bank in violation of

the terms of the Mortgage Agreement, Security Instrument and Insurance Policy.

46. Despite being named as a payee on the checks for insurance proceeds, the checks were deposited for disbursement by the Defendant Attorneys without the consent, authorization or endorsement of the Plaintiff.

47. By depositing the insurance checks in the Attorney IOLTA account, the Defendants Robert B. Woomer and Woomer & Hall, LLP converted funds rightfully owed to Plaintiff.

48. Defendants Robert B. Woomer and Woomer & Hall, LLP failed to properly negotiate the insurance check.

49. Defendants Robert B. Woomer and Woomer & Hall, LLP failed to insure that the insurance check was properly disbursed in favor of the Plaintiff's superior equitable lien.

50. Defendants Robert B. Woomer and Woomer & Hall, LLP failed to secure the endorsement of the Plaintiff Bank before making deposit of the insurance check.

51. Defendants Robert B. Woomer and Woomer & Hall, LLP had knowledge of the outstanding mortgage debt existing on the Cutlers' property at the time the property sustained damage, and had further knowledge of the equitable lien in favor of the Mortgagee created

by the Mortgage, Security Instrument and mortgage clause of the Insurance Policy.

52. Defendants Robert B. Woomer and Woomer & Hall, LLP wrongfully and without authorization of the Plaintiff Mortgagee negotiated for settlement and payment of the insurance claim for damage to the mortgaged premises in violation of the Plaintiff's equitable lien created by the outstanding Mortgage debt.

53. Plaintiff sent notices to the Defendant Attorneys by letters dated August 15, 2008 and September 30, 2008 asking for confirmation that no disbursement of the insurance proceeds had been made and demanding the insurance funds not be disbursed without written consent of all payees. Copies of the 8/15/08 and 9/30/08 letters are attached hereto collectively as Exhibit "F".

54. The Defendant Attorneys did not respond to Plaintiff's demands and it is Plaintiff's belief that the Defendants converted funds owing to Plaintiff by making disbursement of funds in part to the Cutler Defendants and in part to the Defendant Attorneys.

55. By Defendants' failure to properly negotiate the insurance check in favor of Plaintiff, and further by the delay in making proper distribution of the insurance funds for the restoration and repair of the damaged premises, the mortgaged premises has been permitted to deteriorate causing additional damages.

56. By the wrongful actions of Defendants, the Plaintiff's lien and security interest on the mortgaged premises has been materially impaired.

57. The wrongful actions of Defendants has caused Plaintiff's damages to increase to amount in excess of the balance due on the mortgage debt, in the following respects:

- (a) The delay caused by Defendants' misappropriation of the insurance funds and failure to apply such funds to the repair and restoration of the mortgaged premises has resulted in further damage, deterioration and reduction in property value;
- (b) The mortgaged premises is currently in a dilapidated condition which may be irreparable, and has significantly reduced the market value and increased the cost of repair;
- (c) The delay and misappropriation of funds by Defendants has resulted in acts of waste, including removal of fixtures from the home, which has significantly impaired the value and Plaintiff's lien and security interest in the premises.
- (d) The wrongful acts of Defendants have forced Plaintiff to hire an attorney to protect Plaintiff's right to the equitable lien and security interest in the mortgaged premises and insurance proceeds.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of the unpaid mortgage debt \$112,034.12, plus interest thereon at a per diem rate of \$22.02 on the unpaid principal balance from November 25, 2008, together with all late fees, costs and reasonable attorney's fees incurred, plus additional delay damages for the loss of value caused by waste and deterioration in excess of the mortgage balance.

COUNT III. FRAUD

**Plaintiff Northwest Savings Bank v. Defendant Robert B. Woomer
and Defendant Woomer & Hall, LLP**

58. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

59. The Defendant Attorneys misrepresented, or by their actions implied, that they were acting on behalf of the Plaintiff Bank for purposes of settling the insurance claim for damage to the mortgaged property.

60. The Defendant Attorneys induced the Defendant Insurance Company to issue checks under the implied authority of the Plaintiff Bank.

61. The Defendant Attorneys were obliged to advise Plaintiff that checks had been issued with the Plaintiff named as a payee.

62. The Defendant Attorneys had knowledge of the outstanding mortgage on the damaged property and knew that the Plaintiff/Mortgagee had a superior right to the insurance proceeds and an equitable lien on any insurance proceeds recovered for damage to the mortgaged premises.

63. The insurance claim was negotiated, settled and paid without the knowledge, consent or authorization of the Plaintiff.

64. Defendants defrauded Plaintiff by expressly or impliedly representing to the insurance company that Defendant Attorneys were representing Plaintiff in the insurance claim.

65. Defendants defrauded Plaintiff by failing to disclose to Plaintiff the receipt of insurance proceeds on Plaintiff's behalf.

66. Defendants' willful and wanton failure to inform Plaintiff of the insurance claim, failure to disclose to Plaintiff the receipt of insurance funds, and failure to make disbursement of the insurance checks in satisfaction of Plaintiff's equitable lien and the mortgage debt constitutes fraud.

67. The insurance checks were negotiated, issued, endorsed and deposited without the consent or authorization of Plaintiff in violation of the terms of the mortgage clauses in the Mortgage, Security Agreement and Insurance Policy, and in violation of the equitable lien held by Plaintiff.

68. Plaintiff's interests have been substantially impaired by Defendants' fraudulent conduct.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of the unpaid mortgage debt of \$112,034.12, plus interest thereon at a per diem rate of \$22.02 on the unpaid principal balance from November 25, 2008, together with all late fees, plus punitive damage, delay damages, costs and attorney fees.

COUNT V. PUNITIVE DAMAGES

69. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

70. Defendants' actions as alleged herein are outrageous, malicious, willful, wanton, and unethical and were intended to cause harm to Plaintiff.

71. Defendants' actions were in violation of the express terms of the Mortgage and Security Agreement, the insurance contract, the laws governing negotiable instruments, and attorney Code of Ethics. As attorneys, Defendants are charged with knowledge of the terms of the applicable contracts, laws and regulations. Defendants conduct constitutes a willful and blatant violation of Plaintiff's rights and Defendants' duties in these circumstances.

72. As a result of Defendants' outrageous conduct, Plaintiff is entitled to punitive damages in excess of and in addition to

damages awarded for satisfaction of the mortgage debt, restitution, conversion, interest, delay damages, fees and costs.

WHEREFORE, Plaintiff demands judgment against all of the above-captioned Defendants in the amount of the unpaid mortgage debt of \$112,034.12, plus interest thereon at a per diem rate of \$22.02 on the unpaid principal balance from November 25, 2008, together with all late fees, costs, delay damages, attorney fees and punitive damages.

COUNT VI. ACCOUNTING AND EQUITABLE RELIEF

73. All of the foregoing paragraphs are incorporated herein as though fully set forth at length.

74. The Defendants have negotiated, paid, deposited and disbursed insurance funds resulting from damage to the mortgaged premises knowing that Plaintiff has a superior right to the funds.

75. The conduct of Defendants constitutes a misappropriation of funds.

76. The conversion of the insurance funds by Defendants is to Plaintiff's detriment as Plaintiff has an equitable lien on the funds to the extent of the outstanding mortgage debt.

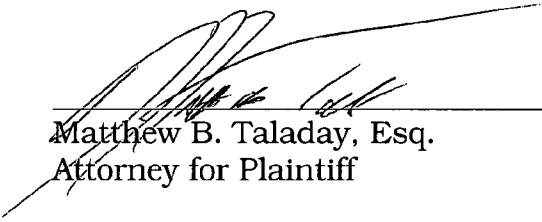
77. Plaintiff is entitled to an accounting of the insurance funds paid, recovered, deposited, disbursed and spent to the extent of Plaintiff's superior claim for the outstanding mortgage debt.

WHEREFORE, Plaintiff requests this Honorable Court order relief as follows:

- (1) Issue an order requiring an accounting by all Defendants for insurance proceeds involving the insurance claim for damage to the mortgaged premises, including all insurance funds claimed, paid, recovered, deposited, disbursed and spent.
- (2) Issue an order directing Defendants to pay Plaintiff damages representing the unpaid mortgage debt in satisfaction of Plaintiff's equitable lien resulting from damage to the mortgaged premises;
- (3) Award Plaintiff additional damages in excess of the balance due on the mortgage debt resulting from the delay caused by Defendant's wrongful conduct and misappropriation of funds;
- (4) Award Plaintiff attorney fees, costs and expenses;
- (5) Award Plaintiff punitive damages for the Defendants' outrageous, malicious, willful, wanton and unethical conduct;
- (6) And, award such other relief as your Honorable Court may deem appropriate.

Respectfully submitted,

HANAK, GUIDO AND TALADAY




Matthew B. Taladay, Esq.
Attorney for Plaintiff

VERIFICATION

I, MATTHEW B. TALADAY, hereby verify that the statements contained in the foregoing Amended Complaint are correct to the best of my personal knowledge or information and belief based on information provided to me, and I am authorized to make this verification on behalf of Plaintiff because of my position as counsel of record.

Date: 05-06-09

Matthew B Taladay
Matthew B. Taladay, Esq. 
Attorney for Plaintiff

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200216555
RECORDED ON
Oct 11, 2002
2:14:00 PM
Total Pages: 5
RECORDING FEES - \$15.00
ORDER
LUMINITY IMPROVEMENT \$2.00
UND
LUMINITY IMPROVEMENT \$3.00
UND
LATE WRITE TAX \$0.50
OTL \$20.50
CUSTOMER
MITH, PETER

[Space Above This Line For Recording Data]

MORTGAGE

#406889

THIS MORTGAGE ("Security Instrument") is given on October 11, 2002. The mortgagor is James R. Cutler, Jr. and Linda J. Renaud ("Borrower"). This Security Instrument is given to CSB Bank, which is organized and existing under the laws of Pennsylvania, and whose address is P.O. Box 29, Curwensville, PA 16833 ("Lender"). Borrower owes Lender the principal sum of One hundred six thousand two hundred ten and 00/100 Dollars (U.S. \$ 106,210.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2032. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Lawrence Township, Clearfield County, Pennsylvania:

SEE ATTACHED EXHIBIT A

which has the address of 201 Race Street, Clearfield, Pennsylvania 16830 ("Property Address");
[Street] [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

insurance, previously in effect, from alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

..... James R. Cutler, Jr. (Seal)
James R. Cutler, Jr. —Borrower

..... Linda J. Renaud (Seal)
Linda J. Renaud —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 11th day of October, 2002, before me, a notary public,
the undersigned officer, personally appeared James R. Cutler, Jr. and Linda J. Renaud, known to me (or satisfactorily proven) to be the person(s)
whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires _____

NOTARIAL SEAL
HOLLY A. BRESSLER, Notary Public
Clearfield Boro, Clearfield Co., PA
My Commission Expires Sept. 12, 2006

I hereby certify that the precise address of the within Mortgagee (Lender) is
P. O. Box 29
Curwensville, PA 16833

Holly A. Bressler
Notary Public
Title Officer
Peter F. Smith, Esquire
Title of Officer

EXHIBIT TO MORTGAGE FOR JAMES J. CUTLER, JR. &
LINDA J. RENAUD

ALL that those certain lots or parcels of ground situated in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at an iron pipe along Race Street at corner of land hereby conveyed and land now or formerly of Albert Pyle; thence North fifty-five (55) degrees thirty-six (36) minutes East, two hundred fifty-three and eight-tenths (253.8) feet to an iron pipe in the bank of Moose Creek; thence South fifty-five (55) degrees fifty-eight (58) minutes East, fifty-two and two-tenths (52.2) feet to a spike; thence South fifty-five (55) degrees thirty-six (36) minutes West, two hundred seventy-eight and five-tenths (278.5) feet to an iron pipe at Race Street; thence North twenty-eight (28) degrees twenty-four (24) minutes West, fifty (50) feet to the iron pipe and place of beginning.

BEING the same premises which Carmen P. Toney and Louise M. Toney, husband and wife, conveyed to the Grantors herein by Deed dated the 21st day of June, 1991 and recorded in the Office of The Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book 1404 at Page 240.

THE SECOND THEREOF:

BEGINNING at a pipe on Race Street, also known as Route No.17085; thence along Race Street, also known as Route No.17085 north twenty-eight (28) degrees twenty-four (24) minutes West one hundred sixty-nine and eight-tenths (169.8) feet to a mark on the bridge across Moose Creek; thence down Moose Creek north seventy-six (76) degrees thirty (30) minutes east one hundred thirty-four (134) feet to a spike; thence south eighty-three (83) degrees twelve (12) minutes east eighty-nine (89) feet to a spike; thence south seventy (70) degrees fifteen (15) minutes east seventy-five and eight-tenths (75.8) feet to a pipe on the bank of said Moose Creek; thence along property formerly of Paul Kolbe, now of Carmen P. Toney, south fifty-five (55) degrees thirty-six (36) minutes West two hundred fifty-three and eight-tenths (253.8) feet to the pipe and place of beginning. Containing six hundred and twenty-seven one-thousandths (627/1000) of an acre, more or less.

BEING the same premises which Clearfield Enterprises, Inc. conveyed to the Grantors herein by Deed dated the 24th day of April, 2000 and recorded in the Office of The Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No.20005734.

ADJUSTABLE RATE NOTE

(Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

.....October 11,....., ~~19~~ 2002 Clearfield Pennsylvania
[City] [State]

..... 201 Race Street
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$106,210.00... (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CSB Bank, P. O. Box 29, Curwensville, PA 16833.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 4.75%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on December 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 1, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at any CSB Bank office, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$554.05. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November 1, 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the: Prime Rate published by the Wall Street Journal.

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The initial Index value for the loan is 4.75%.

MULTISTATE ADJUSTABLE RATE NOTE—ARM—Single Family—UNIVERSAL

FORM US 35 (12/87)

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ... Zero percentage points (... 0 ... %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than ... 6.75 ... % or less than ... 4.75 ... %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ... two ... percentage points (... 2 ... %) from the rate of interest I have been paying for the preceding ... 12 ... months. My interest rate will never be greater than ... 10.75 ... %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of ... 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ... 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

..... James R. Cutler, Jr. (Seal)
James R. Cutler, Jr. Borrower

..... Linda J. Renaud (Seal)
Linda J. Renaud Borrower

..... (Seal)
Borrower

[Sign Original Only]

GERALD WILLIAMS ADJUSTMENT SERVICE

215 West Market Street
Scranton, Pennsylvania 18508
Phone (570) 348-1010 Fax (570) 347-0569

APPRAISAL AWARD**INSURED:** LINDA & JAMES CUTLER**COMPANY:** TUSCARORA WAYNE MUTUAL INSURANCE COMPANY**D.O.L.:** 7/18/07

We the undersigned do hereby submit this written report of an agreement as to the amount of loss over and above the already established undisputed amount.

AMOUNT OF LOSS AGREED UPON \$ 127,595.11***DEDUCTIBLE AND ANY CASHED ADVANCE PAYMENTS TO BE DEDUCTED FROM ABOVE.*****APPRAISER** Gerald Williams**DATED** 7/8/08**APPRAISER** _____**DATED** _____**UMPIRE** _____**DATED** _____

PART B DECLARATION PAGE


TUSCARORA WAYNE
MUTUAL INSURANCE COMPANY

Since 1876

Post Office Box Seven • Wyalusing, Pennsylvania 18853

HOMEOWNERS

Renewal Declarations

MB

POLICY NUMBER	FROM	POLICY PERIOD	TO		
HO113652	10/11/07	10/11/08	12:01 AM STANDARD TIME		14103
NAMED INSURED AND ADDRESS				AGENT	
Linda Cutler JAMES R CUTLER JR 201 RACE STREET CLEARFIELD, PA 16830				CENTRAL INSURERS GROUP, INC T/A CHARLES A JONES INS 20 S FRONT ST - PO BOX 209 PHILIPSBURG, PA 16866 Phone: (814) 342-1880	

MK

----- PREMIUM SUMMARY -----					
BASIC COVERAGES PREMIUM	ATTACHED ENDORSEMENTS PREMIUM	SCHEDULED PROPERTY PREMIUM	POLICY FEES/TAXES PREMIUM	TOTAL POLICY PREMIUM	EARNED/UNEARNED PREMIUM
\$577.00	\$10.00	\$0.00		\$587.00	

----- LOCATION 1 -----									
FORM	CONST	YEAR	SQ FEET	NUM FAM	OCCUP	PROT	CLASS	TERRITORY	VMM
3	Frame	1951		1	P		P	143	
OWNER OCCUPIED DWELLING									

COVERAGES - SECTION I	LIMITS	PREMIUMS
Coverage A - Residence	\$178,100	\$577
Coverage B - Appurtenant Structures	\$17,810	Incl
Coverage C - Personal Property	\$89,050	Incl
Coverage D - Additional Living Expenses	\$35,620	Incl

Section I coverages are subject to \$250 all peril deductible each loss.

COVERAGES - SECTION II	LIMITS	PREMIUMS
Coverage L - Personal Liability	\$100,000	Incl
Coverage M - Medical Liability	\$1,000	Incl

LOCATION OF PROPERTY INSURED
 CLEARFIELD
 W RTE 322
 CLEARFIELD, PA 16830
 County: CLEARFIELD

----- POLICY FORMS AND ENDORSEMENTS -----							
NUMBER	EDITION	DESCRIPTION	LOC	ITM	DED	LIMIT	PREM
ML-184	1.0	Automatic Adjustment of Limits 6% Annual Increase	1	1			
ML-216	2.0	Protective Devices 2% SMOKE ALARM CREDIT	1	1			
ML-55	2.4	Replacement Value - Personal Prop	1	1			
ML-30	1.0	Incidental Property Coverages - H REFRIGERATED FOOD	1	1		500	\$6
ML-145	1.0	Expanded Replacement Cost Terms	1	1			\$4

Continued on Next Page...

Home Office Copy

EXHIBIT "D"

PART B DECLARATION PAGE


TUSCARORA WAYNE
MUTUAL INSURANCE COMPANY

Since 1874

Post Office Box Seven • Wyalusing, Pennsylvania 18853

HOMEOWNERS

Renewal Declarations

MB

POLICY NUMBER	FROM	POLICY PERIOD	TO		
HO113652	10/11/07	10/11/08	12:01 AM STANDARD TIME		14103
NAMED INSURED AND ADDRESS				AGENT	
LINDA CUTLER JAMES R CUTLER JR 201 RACE STREET CLEARFIELD, PA 16830				CENTRAL INSURERS GROUP, INC T/A CHARLES A JONES INS 20 S FRONT ST - PO BOX 209 PHILIPSBURG, PA 16866 Phone: (814) 342-1880	

MK

----- POLICY FORMS AND ENDORSEMENTS -----

NUMBER	EDITION	DESCRIPTION	LOC	ITM	DED	LIMIT	PREM
ML 0689	10 03	Limited Fungi, Wet/Dry Rot, or Ba	1	1			
ZPREFER	09-95	Preferred Credit Applies	1	1			
TW-FB	04-00	Exclusion of Farm-Type Outbuildin					
FORM-3	2.0	Special Form					
ML 0083	07 06	Amendatory Endorsement - Pennsylv					
ML 0087	07 06	Natural Growth Exclusion					
ML-120	2.0	Insurance Consultation Services E					
ML-147	1.0	Punitive Damage Exclusion					
ML-223	6.0	Lead Liability Exclusion					
ML-483	2.1	Calendar Date or Time Failure Exc					
R-LOSSCR	02-02	Renewal Loss Free Credit					
TW-MP	04-97	Mutual Provisions					
TW-LOSS	01-01	TW Loss Surcharge					
TW-PPN	07-01	Privacy Policy Notice					

----- ADDITIONAL INTERESTS -----

Mortgagee 1

Policy

CSB BANK

ISAOA, MORTGAGE DEPT

PO BOX 29

CURWENSVILLE, PA 16833-0029

IN WITNESS WHEREOF, this Company has executed and attested these presents: but
 this policy shall not be valid unless countersigned by the duly authorized agent of this
 Company at Wyalusing, PA..

Shelby W. Hapaci
 Secretary

Jan W. Chadwick
 President/CEO

THIS REPLACES ALL PREVIOUSLY ISSUED POLICY DECLARATIONS, IF ANY. THIS POLICY APPLIES ONLY TO
 ACCIDENTS, OCCURRENCES, OR LOSSES WHICH HAPPEN DURING THE POLICY PERIOD SHOWN ABOVE.

AGENCY AT PHILIPSBURG PA

Home Office Copy

Jan W. Chadwick
 AUTHORIZED COUNTERSIGNATURE

DATE 09/06/07
 PAGE 2

Tuscarora Wayne
Mutual Insurance Company
 801 State St., P.O. Box 7, Wyalusing, PA 18853

Peoples State Bank
 Wyalusing, PA 18853

113561

60-1450/213
 CHECK DATE 7/22/2008 CONTROL NUMBER 113561 AMOUNT \$*****92539.00

Ninety-Two Thousand Five Hundred Thirty-Nine and 00/100----- Dollars

PAY

LINDA CUTLER, JAMES R. CUTLER JR. AND WOOMER & HALL
 ATTORNEYS AND CSB BANK
 201 RACE STREET
 CLEARFIELD, PA 16830

TUSCARORA WAYNE MUTUAL INSURANCE COMPANY
 NOT VALID AFTER 60 DAYS

TO THE
 ORDER
 OF

000000 012 05 000000

AUTHORIZED SIGNATURE

113561 031314503 57 0577460

0009253900

041000124
 NATL CITY BK 08/08/08
 4100 U 158 CLEV OH 44135
 5100703210

PAY TO THE ORDER OF
 NATIONAL CITY BANK
 FOR DEPOSIT ONLY
 WOOMER & HALL LLP
 POLA CLIENT TRUST FUND
 80130007

James R. Cutler Jr. Linda Cutler

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich

Telephone: (814) 371-7768
Fax: (814) 371-1974

528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801

mbtaladay@verizon.net

August 15, 2008

Via Fax and First Class Mail

Robert B. Woomer, Esq.
Woomer & Hall
Suite 200
2945 Banksville Road
Pittsburgh, PA 15216-2749

Re: Northwest Savings Bank vs.
James R. Cutler, Jr. and Linda J. Cutler,
a/k/a Linda J. Renaud

Dear Mr. Woomer:

I am writing to confirm our conversation of this date. I advised you that I was calling on behalf of Northwest Savings Bank, successor-in-interest to CSB. It is my understanding that you are representing the Cutlers in a claim for property damage to their Clearfield residence. You had previously advised that an arbitrated settlement with Tuscarora Wayne Mutual Insurance Company had been reached.

I advised you that my client is listed as an additional insured on the Tuscarora Wayne policy. This is a requirement under the mortgage agreement at paragraph 8. I am enclosing a copy for your review.

The mortgage agreement also requires that your clients preserve, maintain and protect the property (see paragraph 6). Accordingly, Northwest Savings Bank has a legal and equitable interest in the insurance claim proceeds from Tuscarora Wayne Mutual.

During our conversation, you advised that your office had received a check from Tuscarora Wayne Mutual which represented partial payment of the claim. You further advised that you expect two additional checks. You told me that you did not know whether Northwest Savings Bank was listed as an additional payee on the check.

Robert B. Woomer, Esq.
August 15, 2008
Page 2

Regardless of whether the Bank is listed as a payee on the check, I must insist that no funds be disbursed until an agreement is made to escrow sufficient proceeds to fully restore the mortgaged premises.

In that we do not currently have full documentation regarding the nature and extent of the damages to the property, any information which you may have, including repair estimates, photographs and other exhibits that may have been used in the arbitration, would be helpful to expedite this process. I am sure that my office and the Bank are willing to cooperate and work with you toward a mutually agreeable arrangement for distribution of the settlement proceeds.

I would ask that you promptly confirm in writing your client's agreement to refrain from disbursement and distribution of any insurance proceeds until arrangements have been made to accommodate the mortgage interest of Northwest Savings Bank. I look forward to your prompt reply.

Sincerely,

Matthew B. Taladay

MBT:kam

Enc.

cc: Northwest Savings Bank

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Telephone: (814) 371-7768
Fax: (814) 371-1974

528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801

Nicole Hanak Bankovich

mbtaladay@verizon.net

September 30, 2008

Via Fax and First Class Mail

Robert B. Woomer, Esq.
Woomer & Hall
Suite 200
2945 Banksville Road
Pittsburgh, PA 15216-2749

Re: Northwest Savings Bank vs.
James R. Cutler, Jr. and Linda J. Cutler,
a/k/a Linda J. Renaud

Dear Mr. Woomer:

To date I have received no response to my prior correspondence advising you of the interest of Northwest Savings Bank, successor to CSB Bank in the Tuscarora Mutual Insurance Company policy proceeds paid to your office. We have been provided with a copy of the check in the amount of \$92,539.00 payable to Linda Cutler, James R. Cutler and Woomer and Hall, attorneys, and CSB Bank. This check was apparently endorsed by the Cutlers and, without the authority of Northwest Savings Bank, deposited in your IOLTA account.

Although you have done so without the permission of Northwest Savings Bank, you have put your firm in the position of custodian and therefore fiduciary regarding the insurance policy proceeds. Northwest Savings Bank strictly forbids any disbursement of any policy proceeds without Order of Court or written consent of all parties. Unfortunately, it appears that we must institute appropriate legal action to resolve this matter. Any disbursement of proceeds without the bank's position may subject your firm to additional legal liability and potential disciplinary action.

Robert B. Woomer, Esq.
September 30, 2003
Page 2

Please confirm in writing that all insurance proceeds are being held by your office and that no disbursements have occurred. I look forward to your confirmation in this regard. Please refer all additional communications regarding this matter to my attention.

Sincerely,

Matthew B. Taladay

MBT:kam

cc: Northwest Savings Bank

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP,

:
:
:
:
:
:
:
:
:
:

No. 08-2379-C.D.

CERTIFICATE OF SERVICE


I hereby certify that on the 6th day of May, 2009, a true and
correct copy of the foregoing Amended Complaint was forwarded by U.S.
Mail, First Class, postage prepaid to the Defendants and counsel of
record for Defendants, addressed as follows:

Timothy E. Durant, Esq.
Counsel for James R. Cutler, Jr.
201 North Second Street
Clearfield, PA 16830

Linda J. Cutler
P.O. Box 693
Clearfield, PA 16830

Robert J. Donahoe, Esq.
Counsel for Robert B. Woomer and Woomer & Hall, LLP
4800 Library Road
Bethel Park, PA 15102-2962

Peter J. Speaker, Esq.
Counsel for Tuscarora Wayne Mutual Insurance Company
Thomas, Thomas and Hafer, LLP
305 North Front Street, Sixth Floor
Harrisburg, PA 17101

Matthew B. Taladay
Matthew B. Taladay, Esq. 
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

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Taladay +
William A. Shaw Copy to CIA
Prothonotary/Clerk of Courts

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP,

Type of Case: Civil Action

No. 08-2379-C.D.

Type of Pleading:

**Praecipe for
Discontinuance**

Filed on Behalf of:
Plaintiff

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

Date: 11/11/C9

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

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JAMES R. CUTLER, JR. and
LINDA J. CUTLER, a/k/a
LINDA J. RENAUD, and
ROBERT B. WOOMER, and
WOOMER & HALL, LLP, and
Defendants

No. 08-2379-C.D.

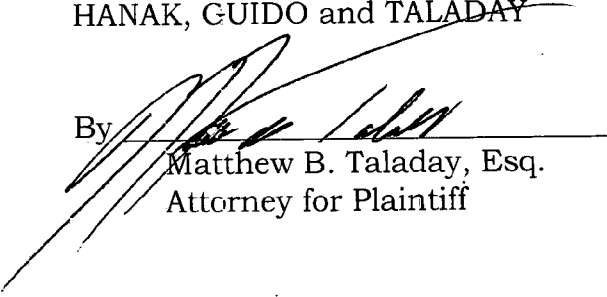
PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Kindly mark the above case settled, ended and discontinued.

HANAK, GUIDO and TALADAY

By


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CCCL

Northwest Savings Bank

Vs.

No. 2008-02379-CD

James R. Cutler Jr.
Linda J. Cutler
Robert B. Woomer
Woomer & Hall, LLP
Tuscarora Wayne Mutual Insurance Company

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 13, 2009, marked:

Settled, ended and discontinued

Record costs in the sum of \$95.00 have been paid in full by Matthew B. Taladay Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of November A.D. 2009.



William A. Shaw, Prothonotary