

00-2541-CD
CSB BANK -vs- SIDNEY C. THORNHILL et al

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL ACTION - LAW
NO. 2000 - CD

CSB BANK, Plaintiff

v s.

SIDNEY C. THORNHILL and
BRENDA L. THORNHILL,
Defendants

COMPLAINT IN
MORTGAGE FORECLOSURE

13412011
Mortgage
Date. PC
\$80.00

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

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

112 CSB BANK, Plaintiff

-vs-

84 SIDNEY C. THORNHILL and
112 BRENDA L. THORNHILL
Defendants

112 : No. 2000 - 241 -CD
112 : Type of Case: Civil Action
112 : Type of Pleading: Complaint
112 : in Mortgage Foreclosure
112 : Filed on behalf of:
112 : Plaintiff
112 :
112 : Counsel of Record for this
112 : Party:
112 : Andrew P. Gates
112 : Supreme Court No.: 36604
112 : GATES & SEAMAN
112 : Attorneys at law
112 : 2 North Front Street
112 : P. O. Box 846
112 : Clearfield, PA 16830
112 : (814) 765-1766

FILED

112 FEB 24 2000

William A. Shaw
Prothonotary

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

CSB BANK, Plaintiff :
: No. 2000 - - CD
:
-vs- : IN MORTGAGE FORECLOSURE
:
SIDNEY C. THORNHILL and :
BRENDA L. THORNHILL, Defendants :
:

NOTICE TO DEFEND

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

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

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

CSB BANK, Plaintiff :
: No. 2000 - - CD
:
-vs- : IN MORTGAGE FORECLOSURE
:
SIDNEY C. THORNHILL and :
BRENDA L. THORNHILL, Defendants :
:

C O M P L A I N T

NOW COMES, the Plaintiff by its attorneys, Gates & Seaman, and brings this action in Mortgage Foreclosure against the named Defendants as follows:

1. The Plaintiff is CSB BANK, a state banking institution and corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business at 434 State Street, P. O. Box 29, Curwensville, Clearfield County, Pennsylvania, 16833.

2. Defendant, SIDNEY C. THORNHILL, is an individual who was previously married to Defendant, BRENDA L. THORNHILL, and who presently resides at 424 1/2 Center Street, Curwensville (Clearfield County), Pennsylvania, with a mailing address of P. O. Box 164, Curwensville, Pennsylvania 16833.

3. Defendant, BRENDA L. THORNHILL, is an individual who was previously married to Defendant, SIDNEY C. THORNHILL and who presently resides in at 217 Ridge Avenue, Curwensville, Pennsylvania 16833.

4. The Plaintiff, CSB BANK, brings this action to foreclose a Mortgage dated July 3, 1997 between Defendants, SIDNEY L. THORNHILL and BRENDA L. THORNHILL, then husband and wife, Mortgagors, and CSB Bank, Mortgagee, which Mortgage covers residential real estate situate in Pike Township, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book 1855, Page 408.

5. Defendants, SIDNEY C. THORNHILL and BRENDA L. THORNHILL, previously husband and wife, hold title to the aforementioned real estate by virtue of a deed from Sidney C. Thornhill, et ux dated May 6, 1992 and recorded in the Office of Recorder of Deeds of Clearfield County in Deeds and Records Book 1459, Page 316.

6. The land and improvements subject to the aforementioned mortgage are situate in Pike Township, Clearfield County, Pennsylvania and are more fully described in Exhibit "A" which is attached hereto and made a part hereof.

7. On January 12, 2000, Plaintiff properly prepared a Notice of Intention to Foreclose Mortgage under Section 403 of Act #6 of 1974 (41 P.S. §403) and on the same date mailed the same to Defendant, SIDNEY C. THORNHILL, by Certified Mail, return receipt requested, postage prepaid, Certified No. Z 293 258 256 in the Postal System of the United States of America and said Defendant received said Notice on January 13, 2000. A

true and correct copy of the aforesaid Notice, U. S. Postal Service form 3800 showing said item was mailed to Defendant, SIDNEY C. THORNHILL, and the receipt card (Postal Form 3811) signed by Defendant, SIDNEY C. THORNHILL, are attached hereto and made a part hereof, collectively, as Exhibit "B".

8. On January 12, 2000, Plaintiff properly prepared a Notice of Intention to Foreclose Mortgage under Section 403 of Act #6 of 1974 (41 P.S. §403) and on the same date mailed the same to Defendant, BRENDA L. THORNHILL, by Certified Mail, return receipt requested, postage prepaid, Certified No. Z 293 258 257 in the Postal System of the United States of America and said Defendant received said Notice as evidenced by her signature on U. S. Postal Service Form 3811. A true and correct copy of the aforesaid Notice, U. S. Postal Service form 3800 showing said item was mailed to Defendant, BRENDA L. THORNHILL, and the receipt card (Postal Form 3811) signed by Defendant, BRENDA L. THORNHILL, are attached hereto and made a part hereof, collectively, as Exhibit "C".

9. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following service of Plaintiff's Notice of Intention to Foreclose Mortgage under Section 403 of Act #6 of 1974 (41 P.S. §403).

10. On January 12, 2000, Plaintiff properly prepared a Notice under Section 403(c) of the Homeowner's Emergency

Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq)
and on the same date mailed the same to Defendant, SIDNEY C.
THORNHILL, by first class mail postage prepaid at the following
address:

Sidney C. Thornhill
P. O. Box 164
Curwensville, Pennsylvania 16833

A true and correct copy of the aforesaid Notice and Certificate
of Mailing form 3817 are attached hereto and made a part
hereof, collectively, as Exhibit "D".

11. On January 12, 2000, Plaintiff properly prepared
a Notice under Section 403(c) of the Homeowner's Emergency
Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq)
and on the same date mailed the same to Defendant, BRENDA L.
THORNHILL, by first class mail postage prepaid at the following
address:

Brenda L. Thornhill
R. R. #1, Box 181A
Curwensville, Pennsylvania 16633

A true and correct copy of the aforesaid Notice and Certificate
of Mailing form 3817 are attached hereto and made a part
hereof, collectively, as Exhibit "E".

12. The within cause of action in Mortgage
Foreclosure is being instituted more than thirty (30) days
following receipt by said Defendants of Plaintiff's
aforementioned Notice thereby satisfying the Notice
requirements of the Homeowner's Emergency Mortgage Assistance

Act of 1983 (35 P.S. §1680.401(c) et seq).

13. Defendants, SIDNEY C. THORNHILL and BRENDA L. THORNHILL, became divorced by virtue of a Divorce Decree entered by the Court of Common Pleas of Clearfield County, Pennsylvania, dated April 23, 1999 and docketed in the divorce proceedings filed to Common Pleas No. 98-22-CD.

14. Defendant, SIDNEY L. THORNHILL filed Chapter 7 Bankruptcy in the U. S. Bankruptcy Court for the Western District of Pennsylvania on September 16, 1999 to Case No. 99-26911-BM.

15. Defendant BRENDA L. THORNHILL filed Chapter 7 Bankruptcy in the U. S. Bankruptcy Court for the Western District of Pennsylvania on November 4, 1999 to Case No. 99-28213-BM.

16. Upon consideration of a Motion for Relief From Automatic Stay filed by CSB Bank in both the aforementioned Bankruptcies, the U. S. Bankruptcy Court for the Western District of Pennsylvania issued two Orders on January 5, 2000 granting CSB Bank relief from the automatic stay to be able to proceed with the within Mortgage Foreclosure proceedings.

17. The Mortgage is in serious default because the Defendants have failed to make the monthly installment payments of principal and interest on the dates they were due and at the present time are more than six (6) months in arrears.

18. Despite Plaintiff making the payment demands as set forth in Paragraphs 7, 8, 10 and 11 hereof, Defendants, SIDNEY C. THORNHILL and BRENDA L. THORNHILL, previously husband and wife, have failed to bring the payments current.

19. The following amounts are due on the aforementioned Mortgage:

(a) Outstanding principal balance	\$ 30,066.50
(b) Accrued interest through February 16, 2000	\$ 1,413.82
(c) Late fees through February 16, 2000	\$ 138.99
(d) Unpaid escrow	\$ 97.52
(e) Reasonable attorneys' fees	\$ 750.00
TOTAL	\$ 32,466.83**

**Plus per diem interest from February 16, 2000 of \$7.0743 per day

20. Photocopies of the Mortgage and Note are attached hereto as Exhibits "F" and "G" and made a part hereof.

WHEREFORE, the Plaintiff demands judgment against Defendants, SIDNEY C. THORNHILL and BRENDA L. THORNHILL, in the sum of \$32,466.83, plus costs of suit and per diem interest of \$7.0743 per day accruing on the loan from February 16, 2000.

GATES & SEAMAN

By 

Andrew P. Gates, Esquire
Attorney for Plaintiff,
CSB Bank

ALL that certain piece, parcel or tract of land situate in
Pike Township, Clearfield County, Pennsylvania, bounded and
described as follows:

BEGINNING at a point on the westerly right-of-way line of
Township Route #324 and at the intersection of said route and
that portion of Township Route #447 now abandoned; thence along
said portion of Township Route #447 now in a westerly direction
195 feet more or less to a point; thence in a southerly
direction 221 feet more or less to a point; thence in an
easterly direction 195 feet more or less to the westerly right-
of-way line of Township Route #324; thence along the westerly
right-of-way line of said Township Route #324 in a northerly
direction 221 feet more or less to a point and place of
beginning.

EXCEPTING AND RESERVING all prior reservations, exceptions, and
restrictions as recorded in prior deeds and conveyances.

EXHIBIT "A"



NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Sidney C. Thornhill
PO Box 164
Curwensville, Pa. 16833

RE: Account 140060

Dear Mr. Thornhill,

The mortgage held by CSB Bank (hereinafter we, us or ours) on your property located at RR 1 Box 181A, Curwensville, Clearfield County, PA, IS IN SERIOUS DEFAULT because you have not made the monthly payments for September, October, November, December of 1999 and January of 2000. Late charges and other charges have also accrued to this date in the amount of \$123.50. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$2,187.45 (Two Thousand one hundred eighty seven dollars and forty-five cents).

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$2,187.45 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at any office of CSB Bank.

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

CURWENSVILLE - Main Office
P.O. Box 29
Curwensville, PA 16833-0029
814 236-2550

K MART PLAZA OFFICE
R.D. Box 257 A-1
Clearfield, PA 16830
814 765-1781

EXHIBIT "B" (3 pages)
COALPORT OFFICE
P.O. Box 354
Coalport, PA 16627
814 672-5396

DUBOIS OFFICE
P.O. Box 465
DuBois, PA 15801
814 371-3066

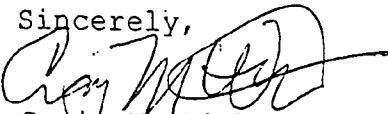
TARGET SQUARE OFFICE
P.O. Box 29
Curwensville, PA 16833-0029
814 765-7516

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. You also have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately April 1, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 814-236-2550. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

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

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

Sincerely,

Craig M. Witherow
Collection Manager

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sidney C. Thornhill
PO Box 164
Curwensville, Pa.
16833

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **1-13-06**

C. Signature

*Sidney C. Thornhill**Sidney C. Thornhill*

Yes

No

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

2. Article Number (Copy from service label)
Z 293 258 256

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Sent to		Sidney C. Thornhill
Street & Number		PO Box 164
Post Office, State, & ZIP Code		Curwensville, Pa. 16833
Postage	\$.55	
Certified Fee	1.40	
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered	7/13/99	
Return Receipt Showing to Whom, Date, & Addressee's Address		
TOTAL Postage & Fees	\$ 2.32	
Postmark or Date	2003	

PS Form 3800, April 1995



CSB

January 12, 2000

BANK

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Brenda L. Thornhill
RR 1 Box 181A
Curwensville, Pa. 16833

RE: Account 140060

Dear Ms. Thornhill,

The mortgage held by CSB Bank (hereinafter we, us or ours) on your property located at RR 1 Box 181A, Curwensville, Clearfield County, PA, IS IN SERIOUS DEFAULT because you have not made the monthly payments for September, October, November, December of 1999 and January of 2000. Late charges and other charges have also accrued to this date in the amount of \$123.50. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$2,187.45 (Two Thousand one hundred eighty seven dollars and forty-five cents).

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$2,187.45 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at any office of CSB Bank.

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

EXHIBIT "C" (3 pages)

CURWENSVILLE - Main Office
P.O. Box 29
Curwensville, PA 16833-0029
814 236-2550

K MART PLAZA OFFICE
R.D. Box 257 A-1
Clearfield, PA 16830
814 765-1781

COALPORT OFFICE
P.O. Box 354
Coalport, PA 16627
814 672-5206

DUBOIS OFFICE
P.O. Box 465
DuBois, PA 15801

TARGET SQUARE OFFICE
P.O. Box 29
Curwensville, PA 16833-0029

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. You also have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately April 1, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 814-236-2550. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

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

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

Sincerely,

Craig M. Witherow
Collection Manager

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:
Brenda L. Thornhill
RR 1 Box 181A
Curwensville, Pa. 16833

2. Article Number (Copy from service label)

7 293 258 257

PS Form 3811, July 1999
 Domestic Return Receipt

102595-99-4-1789

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

C. Signature
Brenda Thornhill
 Agent
 Addressee

D. Is delivery address different from item 1?
 If YES, enter delivery address below:

Yes
 No

PS Form 3800, April 1995

US Postal Service	
Receipt for Certified Mail	
No Insurance Coverage Provided.	
Do not use for International Mail (See reverse)	
Sent to	
Brenda L. Thornhill	
Street & Number	
RR 1 Box 181A	
Post Office, State, & ZIP Code	
Curwensville, Pa. 16833	
Postage	\$.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.00
Postmark or Date	1000



**PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS**

RE: Account No. 140060

Date January 12, 2000

To: Sidney C. & Brenda L. Thornhill
From: CSB Bank

Your mortgage is in serious default because you have failed to pay prompt installments of principal and interest, as required, for a period of at least 60 days. The total amount of the delinquency is \$ 2,187.45. That sum includes the following. Late Fees of \$123.50

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provision of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you have the right to arrange a "face-to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. That meeting must occur in the next thirty (30) days.

If you attend the meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for thirty (30) days after the date of that meeting.

The names and addresses of designated consumer counseling agencies are:

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PENNSYLVANIA

Suite 5000, 309 Smithfield St.
Pittsburgh, PA 15222
412-471-7584

PO Box 278, 500-02 3rd Ave
Duncansville, PA 16635
814-696-3546

662 North Main St
Greensburg, PA 15601
412-838-1290

125 North Jefferson St
New Castle, PA 16101
412-652-8074

It is necessary for you to schedule one of these meetings. You should also advise this lender immediately of your intentions.

If you have tried and are unable to resolve this problem at or after your meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Assistance Fund. In

order to do this, you must fill out, sign, and file a completed Homeowners' Emergency Assistance Application with the Pennsylvania Housing Finance Agency. The consumer credit counseling agency will assist you in filling out your application. It must be filed or postmarked within thirty (30) days of your meeting.

You must either mail your application to the Pennsylvania Housing Finance Agency, or file it at the office of one of the designated consumer credit counseling agencies listed above.

The Pennsylvania Housing Finance Agency is located at:

2101 North Front St
PO Box 8029
Harrisburg, PA 17105
717-780-3800 or toll free 1-800-342-2397

An application for assistance may be obtained from this lender, from a consumer credit counseling agency, or directly from the Pennsylvania Housing Finance Agency.

It is extremely important that you file your application promptly. Failure to do so, or failure to follow time frames as stated above will result in foreclosure proceedings against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every aspect. The counseling agency will help you fill out the application. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by that Agency of its decision on your application.

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:		
CSB Bank		
PO Box 29		
Curwensville, Pa. 16833		
One piece of ordinary mail addressed to:		
Sidney C. Thornhill		
PO Box 164		
Curwensville, Pa. 16833		

PS Form 3817, Mar. 1989 *U.S. GPO:1991-312-605/51430

**PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS**

RE: Account No. 140060

Date January 12, 2000

To: Sidney C. & Brenda L. Thornhill
From: CSB Bank

Your mortgage is in serious default because you have failed to pay prompt installments of principal and interest, as required, for a period of at least 60 days. The total amount of the delinquency is \$ 2,187.45. That sum includes the following. Late Fees of \$123.50

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provision of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you have the right to arrange a "face-to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. That meeting must occur in the next thirty (30) days.

If you attend the meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for thirty (30) days after the date of that meeting.

The names and addresses of designated consumer counseling agencies are:

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PENNSYLVANIA

Suite 5000, 309 Smithfield St.
Pittsburgh, PA 15222
412-471-7584

PO Box 278, 500-02 3rd Ave
Duncansville, PA 16635
814-696-3546

662 North Main St
Greensburg, PA 15601
412-838-1290

125 North Jefferson St
New Castle, PA 16101
412-652-8074

It is necessary for you to schedule one of these meetings. You should also advise this lender immediately of your intentions.

If you have tried and are unable to resolve this problem at or after your meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Assistance Fund. In

order to do this, you must fill out, sign, and file a completed Homeowners' Emergency Assistance Application with the Pennsylvania Housing Finance Agency. The consumer credit counseling agency will assist you in filling out your application. It must be filed or postmarked within thirty (30) days of your meeting.

You must either mail your application to the Pennsylvania Housing Finance Agency, or file it at the office of one of the designated consumer credit counseling agencies listed above.

The Pennsylvania Housing Finance Agency is located at:

2101 North Front St
PO Box 8029
Harrisburg, PA 17105
717-780-3800 or toll free 1-800-342-2397

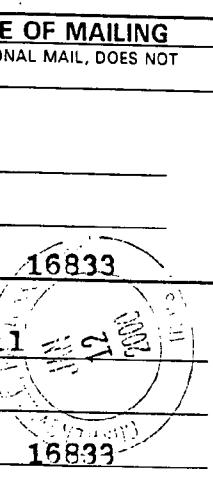
An application for assistance may be obtained from this lender, from a consumer credit counseling agency, or directly from the Pennsylvania Housing Finance Agency.

It is extremely important that you file your application promptly. Failure to do so, or failure to follow time frames as stated above will result in foreclosure proceedings against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every aspect. The counseling agency will help you fill out the application. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by that Agency of its decision on your application.

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:		
CSB Bank		
PO Box 29		
Curwensville, Pa. 16833		
One piece of ordinary mail addressed to:		
Brenda L. Thornhill		
RR 1 Box 181A		
Curwensville, Pa. 16833		



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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 3, 1997 The mortgagor is Sidney C. Thornhill and Brenda L. Thornhill ("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 16833-0029 ("Lender"). Borrower owes Lender the principal sum of thirty one thousand dollars and no cents Dollars (U.S. \$ 31,000.00). 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 ... August 1, 2012 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 Pike Township, Clearfield County, Pennsylvania:

See Attached Exhibit "A"

7-9-97
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 9:32 AM
BY Karen L. Starck
FEES 15.50
Karen L. Starck, Recorder

which has the address of ... RR1, Box 181A, Curwensville,
[Street] [City]

Pennsylvania ... 16833 ("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 seized 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

EXHIBIT "A"

ALL that certain, piece, parcel or tract of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Township Route #324 and at the intersection of said route and that portion of Township Route #447 now abandoned; thence along said portion of Township Route #447 now in a westerly direction 195 feet more or less to a point; thence in a southerly direction 221 feet more or less to a point; thence in an easterly direction 195 feet more or less to the westerly right-of-way line of Township route #324; thence along the easterly right-of-way line of said Township route #324 in a northerly direction 221 feet more or less to a point and place of beginning.

EXCEPTING AND RESERVING all prior reservations, exceptions, and restrictions as recorded in prior deeds and conveyances.

Borrower shall pay, without 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 an 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)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

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:

Laurene L. Yanek { *Sidney C. Thornhill* (Seal)
..... Sidney C. Thornhill —Borrower
..... *Brenda L. Thornhill* (Seal)
..... Brenda L. Thornhill —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, **Clearfield** County ss:
On this, the 3rd day of July, 1997, before me, a Notary Public,
the undersigned officer, personally appeared Sidney C. and Brenda L. Thornhill, 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: Notary Seal

Yvonne L. Yanek, Notary Public
DuBois, Clearfield County
My Commission Expires Nov. 15, 1999

Member, Pennsylvania Association of Notaries
I hereby certify that the precise address of the within Mortgagee (Lender) is

P.O. Box 29
Curwensville, PA 16833-0029

Title of Officer

NOTE

July 3, 1997

Curwensville, Pennsylvania
[City] [State]

RR1.....Box.....181A.....Pike.....Township, Curwensville, PA 16833.....
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$...31,000.00..... (this amount is called "principal"), plus interest, to the order of the Lender. The Lender isCSB.....Bank.....
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 of8.75.....%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(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 the1st..... day of each month beginning on ..August....., 1997.... 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 August 1, 2012....., 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 atany office of CSB Bank.....
.....or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$.....309.83.....

4. 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 date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. 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.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of15..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be5.....% 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 attorneys' fees.

7. 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 above 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) above or at a different address if I am given a notice of that different address.

8. 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.

9. 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.

10. 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.

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.

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

Sidney C. Thornhill (Seal)
Sidney C. Thornhill -Borrower
Brenda L. Thornhill (Seal)
Brenda L. Thornhill -Borrower

[Sign Original Only]

V E R I F I C A T I O N

I, Wesley M. Weymers, President, CSB Bank, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



Wesley M. Weymers,
President, CSB Bank

Date:

2/23/2000

ANDREW P. GATES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK
VS

00-241-CD

THORNHILL, SIDNEY C.

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW MARCH 6, 2000 AT 9:39 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON SIDNEY C. THORNHILL, DEFENDANT AT
RESIDENCE 424 1/2 CENTER ST., CURWENSVILLE, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO SIDNEY C. THORNHILL A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW MARCH 7, 2000 AT 4:48 PM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON BRENDA L. THORNHILL, DEFENDANT AT
RESIDENCE 217 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO BRENDA L. THORNHILL A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MORGILLO

30.57 SHFF. HAWKINS PAID BY: ATTY.
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

13th DAY OF March 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

*Chester A. Hawkins
by Maelyn Hawn*

CHESTER A. HAWKINS
SHERIFF

FILED

MAR 13 2000
01125am
William A. Shaw
Prothonotary

EPA

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

CSB BANK,

Plaintiff

vs.

34
14 SIDNEY C. THORNHILL and
BRENDA L. THORNHILL,
Defendants

:

No. 2000-241-CD

:

Type of Case: Civil Action

:

Type of Pleading: Praeclipe
For Default Judgment

:

Filed on behalf of: Plaintiff

:

Counsel of Record for this
Party:

:

Andrew P. Gates

:

Supreme Court No.: 36604

:

GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

APR 10 2000

William A. Shaw
Prothonotary

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

CSB BANK, Plaintiff : No. 2000 - 241 - CD
-vs- : IN MORTGAGE FORECLOSURE
SIDNEY C. THORNHILL and :
BRENDA L. THORNHILL, Defendants :

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY:

Enter Judgment in favor of CSB BANK, Plaintiff herein, and against Defendants, SIDNEY C. THORNHILL and BRENDA L. THORNHILL, for both Defendants' failure to file a timely Answer to the Complaint which was served upon them as indicated in the Sheriff's Affidavit of Service, in the following amounts:

(a) Outstanding mortgage balance	\$ 30,066.50
(b) Accrued interest through February 16, 2000	\$ 1,413.82
(c) Accrued Late Charges through February 16, 2000	\$ 138.99
(d) Unpaid escrow	\$ 97.32
(e) Attorney fees	\$ 750.00
TOTAL	\$ 32,466.83**

**plus per diem interest of \$7.0743 from February 16, 2000.

Furthermore, the undersigned attorney certifies that said Defendants were also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on March 28, 2000. A copy of the Notices mailed to the Defendants and U. S. Postal Service Forms 3817 for said mailing are attached hereto and made a part hereof as Exhibits "A" and "B".

GATES & SEAMAN

By:


Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: April 10, 2000

Sworn to and subscribed before me
this 10th day of April, 2000.



NOTARIAL SEAL

ROSE M. RAYMOND, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires Oct. 28, 2001

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

CSB BANK, Plaintiff

: No. 2000 - 2412 - CD

-vs-

: IN MORTGAGE FORECLOSURE

SIDNEY C. THORNHILL and
BRENDA L. THORNHILL, Defendants

:

TO: Sidney C. Thornhill
P. O. Box 164
Curwensville, Pennsylvania 16833

DATE OF NOTICE: March 28, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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


Andrew P. Gates, Esquire,
Attorney for Plaintiff

P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

EXHIBIT "A" (2 pages)

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

CSB BANK, Plaintiff

: No. 2000 - 2412 - CD

-vs-

: IN MORTGAGE FORECLOSURE

SIDNEY C. THORNHILL and
BRENDA L. THORNHILL, Defendants

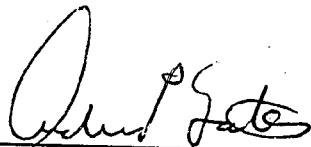
TO: Brenda L. Thornhill
217 Ridge Avenue
Curwensville, Pennsylvania 16833

DATE OF NOTICE: March 28, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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


Andrew P. Gates, Esquire,
Attorney for Plaintiff

P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

U.S. POSTAL SERVICE CERTIFICATE OF MAILING MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <u>Gates & Seaman Law Offices</u> <u>2 North Front Street</u> <u>P. O. Box 846</u> <u>Clearfield, PA 16830</u> One piece of ordinary mail addressed to: <u>Sidney C. Thornhill</u> <u>P. O. Box 164</u> <u>Curwensville, PA 16833</u>	

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



PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE CERTIFICATE OF MAILING MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <u>Gates & Seaman Law Offices</u> <u>2 North Front Street</u> <u>P. O. Box 846</u> <u>Clearfield, PA 16830</u> One piece of ordinary mail addressed to: <u>Brenda L. Thornhill</u> <u>217 Ridge Avenue</u> <u>Curwensville, PA 16833</u>	

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



PS Form 3817, Mar. 1989

EXHIBIT "B"

FILED

NO CC

03/37

APR 10 2000

Attn: Gates, Seaman

PD. 20.00

William A. Shaw
Prothonotary

Notice to Defendants
Statement to PFF

E. H. H.

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

CSB BANK, Plaintiff

No. 2000 - 241- CD

vs

SIDNEY C. THORNHILL and

BRENDA L. THORNHILL, Defendants

COPY

TO: Sidney C. Thornhill
P. O. Box 164
Curwensville, PA 16833

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$32,466.83* on April 10, 2000.
*plus per diem interest of \$7.0743 from February 16, 2000.

William A. Shaw, Prothonotary
by _____
Deputy

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

CSB BANK, Plaintiff

No. 2000 - 241- CD

vs

SIDNEY C. THORNHILL and

BRENDA L. THORNHILL, Defendants

COPY

TO: BRENDA L. THORNHILL
217 Ridge Avenue
Curwensville, PA 16833

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$32,466.83* on April 10, 2000, *plus per diem interest of \$7.0743 from February 16, 2000.

William A. Shaw, Prothonotary

by _____
Deputy

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

CSB BANK

COPY

Plaintiff

No. 00-241-CD

vs.

SIDNEY C. THORNHILL and BRENDA

THORNHILL

Defendant(s)

Costs

Int. From

Entry \$ 20.00

Instrument Default Judgment

Date of Entry April 10, 2000

Expires April 10, 2005

Certified from the record this 10th day of April, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20 ___, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

CSB BANK, :
Plaintiff : No. 2000 - 241 - CD
-vs- : IN MORTGAGE FORECLOSURE
SIDNEY C. THORNHILL and :
BRENDA L. THORNHILL, :
Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due (as per amended judgment entered April 10, 2000, which includes interest through February 16, 2000) \$ 32,466.83

Interest of \$7.0743 per day
from February 16, 2000 to date of
Sheriff's Sale (July 7, 2000)
(142 days @ \$7.0743) \$ 1,004.55

SUBTOTAL \$ 33,471.38

[Costs to be added] \$ 150.57

TOTAL \$

Seal of the Court

Date April 20, 2000

RECEIVED APR 20 2000

⑥ 3:36 PM

Chester A. Naukins
by Margaret H. Pitt

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

ALL that certain piece, parcel or tract of land situate in
Pike Township, Clearfield County, Pennsylvania, bounded and
described as follows:

BEGINNING at a point on the westerly right-of-way line of
Township Route #324 and at the intersection of said route and
that portion of Township Route #447 now abandoned; thence along
said portion of Township Route #447 now in a westerly direction
195 feet more or less to a point; thence in a southerly
direction 221 feet more or less to a point; thence in an
easterly direction 195 feet more or less to the westerly right-
of-way line of Township Route #324; thence along the westerly
right-of-way line of said Township Route #324 in a northerly
direction 221 feet more or less to a point and place of
beginning.

EXCEPTING AND RESERVING all prior reservations, exceptions, and
restrictions as recorded in prior deeds and conveyances.

EXHIBIT "A"

00 - 241-49

NOW, May 3, 2000, at 9:30 AM o'clock a levy was taken on the property of the defendants. Property was posted this date.

A sale is set for Friday, July 7, 2000, at 10:00AM

NOW, May 3, 2000, at 9:45 AM o'clock served the Writ of Execution, Notice of Sale and copy of levy on Sidney C. Thornhill, defendant, at his place of residence, 424 1/2 Center Street, Curwensville, Clearfield County, Pennsylvania, 16833, by handing to Sidney C. Thornhill, defendant, a true and attested copy of the original Writ of Execution, Notice of Sale and copy of levy and made known to him the contents thereof.

NOW, May 8, 2000, at 5:03 PM o'clock served the Writ of Execution, Notice of Sale and copy of levy on Brenda L. Thornhill, defendant, at her place of residence, 217 Ridge Avenue, Curwensville, Clearfield County, Pennsylvania, 16833, by handing to Brenda L. Thornhill, defendant, a true and attested copy of the original Writ of Execution, Notice of Sale and copy of levy and made known to her the contents thereof.

NOW, July 7, 2000, a sale was held on the property of the defendants. Property was sold to Albert C. Fegert and Claudia J. Fegert for thirty thousand (\$30,000.00) plus costs.

NOW, July 7, 2000, received three thousand seventy dollars - cash - (\$3,270.00) from Heff abd Jun Sass, for Albert C. Fegert and Claudia J. Fegert.

NOW, July 11, 2000, received a phone call that deed is to be made to Albert C. and Claudia J. Fegert, HC #2, Box 30F, Watford, North Dakota, 58854.

NOW, August 7, 2000, return the writ as a sale being held with property being sold to Albert C. and Claudia J. Fegert, for thirty thousand dollars (\$30,000.00) plus costs, paid costs from money received from the Fegert's, made refund of advance to the Plaintiff and deed was filed this date.

SHERIFF HAWKINS \$787.66
SURCHARGE 40.00
PAID BY ALBERT C. AND CLAUDIA J. FEGERT

SO ANSWERS,
Chester A. Hawkins
by Maryann H. Potts
CHESTER A. HAWKINS,
SHERIFF

SWORN AND SUBSCRIBED BEFORE ME THIS
7th DAY OF AUGUST, 2000.

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

AUG 07 2000
01355pm
William A. Shaw
Prothonotary
KA

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, JULY 10, 2000, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 7th day of JULY 2000, I exposed the within described real estate of SIDNEY C. THORNHILL AND BRENDA L. THORNHILL

to public vendue or outcry at which time and place I sold the same to ALBERT C. FEGERT AND CLAUDIA J. FEGERT
he being the highest bidder, for the sum of \$ 30,000.00
and made the following appropriations, viz:

SHERIFF COSTS:

RDR	<u>15.00</u>
SERVICE	<u>15.00</u>
MILEAGE	<u>3.12</u>
LEVY	<u>15.00</u>
MILEAGE	<u>3.12</u>
POSTING	<u>15.00</u>
CSDS	<u>10.00</u>
COMMISSION	<u>2% 600.00</u>
POSTAGE	<u>+ 3.30</u>
HANDBILLS	<u>15.00</u>
DISTRIBUTION	<u>25.00</u>
ADVERTISING	<u>15.00</u>
ADD'L SERVICE	<u>15.00</u>
DEED	<u>30.00</u>
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	<u>3.12</u>
BID	<u>30,000.00</u>
RETURNS/DEPUTIZE	
COPIES	<u>5.00</u>
TOTAL SHERIFF COSTS \$ <u>30,787.66</u>	
DEED COSTS:	
REG & REC	<u>\$ 16.50</u>
ACKNOWLEDGEMENT	<u>5.00</u>
TRANSFER TAX 2%	<u>679.49</u>
TOTAL DEED COSTS <u>700.99</u>	

DEBT & INTEREST:

AMOUNT DUE	<u>\$ 32,466.83</u>
entered 4-10-00 includes interest	
through 2-16-22	
INTEREST of \$7.0743 per day from	
2-16-22 to 7-7-00	<u>1,004.55</u>
TOTAL	<u>\$ 33,471.38</u>
COSTS:	
ATTORNEY FEES	<u>\$ —</u>
PRO. SATISFACTION	<u>—</u>
ADVERTISING	<u>\$ 215.22</u>
TAXES-Collector	<u>158.85</u>
TAXES-Tax Claim	<u>—</u>
LIST OF LIENS	<u>50.00</u>
MORTGAGE SEARCH	<u>5.00</u>
COSTS	<u>170.57</u>
DEED COSTS	<u>700.99</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COST	<u>\$ 30,787.66</u>
LEGAL JOURNAL	<u>\$ 81.00</u>
REFUND OF ADVANCE	<u>—</u>
REFUND OF SURCHARGE	<u>40.00</u>
TOTAL	<u>\$ 32,209.29</u>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE
UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS
FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF

COPY

Albert C. Fegert
Claudia J. Fegert
Hc 2 Box 30F 701-842-6186
Watford City, ND 58854

77-1072/913

2105

McKENZIE COUNTY BANK
WATFORD CITY, NORTH DAKOTA 58854
SERVING NORTH DAKOTA'S LARGEST COUNTY
Member FDIC

For The City of Watford City 2000-441-CD
A check to Fegert

0913107251 10-699-71 2105

COPY

Bill# 1709 Mail Date: 3/1/00 County of Clearfield, Pennsylvania / PIKE TOWNSHIP Control # 126029043

Description of Taxable		Real Estate Tax	Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Map # H11-000-007.1 Acreage .99 A		For 2000	Land	County	15.00	106.94	109.13	120.04
Payable To: SUSAN F. LEZZER, TAX COLLECTOR			TOWNS		4.85	34.58	35.28	38.81
R R 1 BOX 137			Bldg.			0.00		
CURWENSVILLE PA 16833						0.00		
PHONE 814-236-3636		Total			0.00			
MON 1-8PM - TUES 9 AM-5 PM								
WED - NO HOURS								
THURS 8 AM-1 PM FRI 8 AM-1PM								
Taxes Are Due and Payable and Payment is Requested From:								
Thornhill, Sidney C. & Brenda L. c/o Curwenville State Bank								

Dupl. C. B. 11

Received By	5/1/00	@	2.00 % Discount Pay -->	<u>141.52</u>
Between	5/2/00	AND	7/3/00	Pay --> <u>140.00</u>
Beginning	7/4/00	@	10.00 % Penalty Pay -->	<u>158.85</u>
Last Day To Pay Tax Collector <u>1/15/01</u>				
Unpaid Taxes Returned To Tax Claim On <u>1/15/01</u>				

Tax Collectors
Copy

Date Paid

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Description of Taxable		Real Estate Tax	Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Map# H11-000-007.1 Acreage .99 A		For 2000	Land	County	15.00	106.94	109.13	120.04
Payable To: SUSAN F. LEZZER, TAX COLLECTOR			TOWNS		4.85	34.58	35.28	38.81
R R 1 BOX 137			Bldg.			0.00		
CURWENSVILLE PA 16833						0.00		
PHONE 814-236-3636		Total			0.00			
MON 1-8PM - TUES 9 AM-5 PM								
WED - NO HOURS								
THURS 8 AM-1 PM FRI 8 AM-1PM								
Taxes Are Due and Payable and Payment is Requested From:								
Thornhill, Sidney C. & Brenda L. c/o Curwenville State Bank								

Dupl. C. B. 11

Received By	5/1/00	@	2.00 % Discount Pay -->	<u>141.52</u>
Between	5/2/00	AND	7/3/00	Pay --> <u>140.00</u>
Beginning	7/4/00	@	10.00 % Penalty Pay -->	<u>158.85</u>
Unpaid Taxes Returned To Tax Claim On <u>1/15/01</u>				

Tax Payers
Receipt Signature of Tax Collector Date Paid Paid Above

Circle Amount

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

FROM:
SUSAN F. LEZZER, TAX COLLECTOR
PIKE TOWNSHIP
R R 1 BOX 137
CURWENSVILLE PA 16833

COPY

RETURN SERVICE REQUESTED

IMPORTANT - Tax Bill Enclosed

Thornhill, Sidney C.
& Brenda L. Thornhill

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

CSB BANK, Plaintiff : No. 2000 - 241 - CD
-vs- : IN MORTGAGE FORECLOSURE
111 SIDNEY C. THORNHILL and :
BRENDA L. THORNHILL, :
Defendants :
Defendants

PRAECLPICE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

TO WILLIAM A. SHAW, PROTHONOTARY:

Issue writ of execution in the above matter:

Amount due (as per judgment \$ 32,466.83
entered April 10, 2000, which
includes per diem interest
through February 16, 2000)

Interest at \$7.0743 per day from
February 16, 2000 to date of
Sheriff's Sale, July 7, 2000
(142 days @ \$7.0743) \$ 1,004.55

SUBTOTAL \$ 33,471.38

[Costs to be added] \$ 170.57

TOTAL \$ _____

GATES & SEAMAN

By John P. Gates
Attorneys for Plaintiff,
CSB Bank

Date: April 20, 2000

FILED

APR 20 2000

William A. Shaw
Prothonotary

FILED

APR 20 2000

0/3:30/00

William A. Shan

Prothonotary

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BY

ATTY

5 WRITS TO

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

CSB BANK, Plaintiff : No. 2000 - 241 - CD
-vs- : IN MORTGAGE FORECLOSURE
SIDNEY C. THORNHILL and :
BRENDA L. THORNHILL, :
Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due (as per amended judgment \$ 32,466.83
entered April 10, 2000, which
includes interest through
February 16, 2000)

Interest of \$7.0743 per day
from February 16, 2000 to date of
Sheriff's Sale (July 7, 2000)
(142 days @ \$7.0743) \$ 1,004.55

SUBTOTAL \$ 33,471.38

[Costs to be added] \$ 170.57

TOTAL \$ _____

Seal of the Court _____

Date _____

ALL that certain piece, parcel or tract of land situate in
Pike Township, Clearfield County, Pennsylvania, bounded and
described as follows:

BEGINNING at a point on the westerly right-of-way line of
Township Route #324 and at the intersection of said route and
that portion of Township Route #447 now abandoned; thence along
said portion of Township Route #447 now in a westerly direction
195 feet more or less to a point; thence in a southerly
direction 221 feet more or less to a point; thence in an
easterly direction 195 feet more or less to the westerly right-
of-way line of Township Route #324; thence along the westerly
right-of-way line of said Township Route #324 in a northerly
direction 221 feet more or less to a point and place of
beginning.

EXCEPTING AND RESERVING all prior reservations, exceptions, and
restrictions as recorded in prior deeds and conveyances.

EXHIBIT "A"

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

CSB BANK, Plaintiff : No. 2000 - 241 - CD
-vs- : IN MORTGAGE FORECLOSURE
SIDNEY C. THORNHILL and :
BRENDA L. THORNHILL, :
Defendants :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CLEARFIELD :
:

ANDREW P. GATES, the Attorney for Plaintiff, being duly sworn according to law, says that the following persons were served with a Notice of Sheriff's Sale on May 10, 2000, by regular mail as evidenced by the Certificates of Mailing, the original of which is attached hereto collectively as Exhibit "A":

- (a) Pennsylvania Housing Finance Agency
2101 North Front Street
Harrisburg, Pennsylvania 17105-8029
- (b) Susan F. Lezzer, Pike Township Tax Collector
R.R.#1, Box 137
Curwensville, PA 16833

GATES & SEAMAN

By

Andrew P. Gates, Esquire

Sworn to and subscribed before
me this 31st day of May, 2000.

Rose M. Raymond

NOTARIAL SEAL
ROSE M. RAYMOND, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires Oct. 28, 2001

FILED

JUN 02 2000

William A. Shaw
Prothonotary

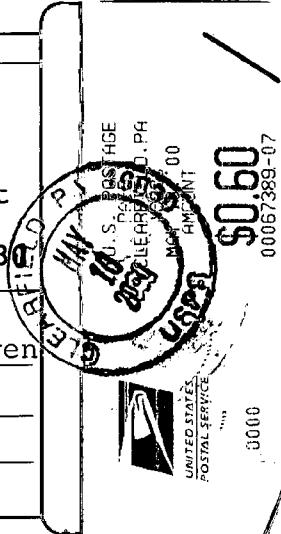
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
 PROVIDE FOR INSURANCE — PORTMASTER

Received From:

GATES & SEAMAN
 2 North Front Street
 P.O. Box 846
 Clearfield, PA 16830

One piece of ordinary mail addressed to:
 Pennsylvania Housing Finance Agency
 2101 North Front Street
 Harrisburg, PA 17105-8029

PS Form 3817, Mar. 1989



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
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Received From:

GATES & SEAMAN
 2 North Front Street
 P.O. Box 846
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One piece of ordinary mail addressed to:
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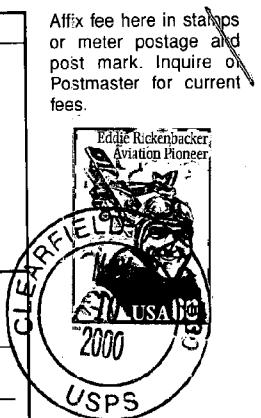


EXHIBIT "A"

FILED

JUN 12 2004

0 10:36

William A. Shaw

Prothonotary

No CC to 245. 811