

01-974-CD
S & T BANK -vs- CARL T. WOODET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

CARL T. WOODEL,

Defendant.

) CIVIL DIVISION

)

)

) NO.: 01-974-CD

)

)

) ISSUE NO.:

)

)

) TYPE OF PLEADING

)

) Praecipe for Writ of Execution
) (Mortgage Foreclosure)

)

) CODE -

)

) FILED ON BEHALF OF:

)

) S&T BANK, Plaintiff

)

) COUNSEL OF RECORD FOR THIS PARTY:

)

) James F. Grenen, Esquire
) Pa.I.D. 46478

)

) GRENEN & BIRSIC, P.C.

)

) One Gateway Center, Nine West
) Pittsburgh, PA 15222

)

) (412) 281-7650

)

)

FILED

AUG 09 2001

William A. Shaw
Prothonotary

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

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

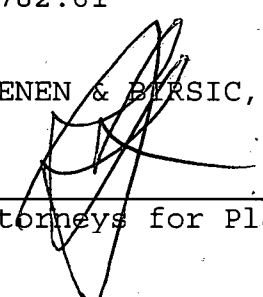
TO: Prothonotary

SIR:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendant, Carl T. Woodel, as follows:

Principal	\$37,867.88
Interest to 10/1/01	\$ 2,872.44
Late Charges and	
Other Fees to 10/1/01	\$ 492.29
Attorneys' fees	\$ 800.00
Title Search, Foreclosure	
and Execution Costs	\$ <u>1,750.00</u>
TOTAL	\$43,782.61

GRENNEN & BERSIC, P.C.

By: 
Attorneys for Plaintiff

FILED

AUG 19 2001

William A. Shaw
Prothonotary

July rd. 2000

1 cc Sheriff

1 cc Writs issued to

Sheriff w/ both property
descriptions

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

SHERIFF DIRECTIONS

TO: SHERIFF OF CLEARFIELD COUNTY

Please serve Defendant with the Notice of Sheriff's Sale at his place of business at Timberland Federal Credit Union, 821 Beaver Drive, DuBois, PA 15801.

GRENNEN & BIRSIC, P.C.
James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

COPY

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

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

SHERIFF DIRECTIONS

TO: SHERIFF OF CLEARFIELD COUNTY

Please post the property at RD 1, Box 199, Grampian, PA 16838.
WITH HANDBILL.

GRENNEN & BIRSIC, P.C.
James F. Grennen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

COPY

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

S&T BANK,)	
)	
Plaintiff,)	
)	
vs.)	NO.: 01-974-CD
)	
CARL T. WOODEL,)	
)	
Defendant.)	
)	

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)	
)	SS:
COUNTY OF ALLEGHENY)	

S&T Bank, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property of Carl T. Woodel located at RD 1, Box 199, Grampian, Pennsylvania 16838 and is more fully described as follows:

ALL the right, title, interest and claim of Carl T. Woodel, of, in and to:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BLOOM TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AS RD 1, BOX 199, GRAMPIAN, PENNSYLVANIA 16838. DEED BOOK VOLUME 919, PAGE 76, PARCEL NO. 104-F944.

1. The name and address of the owner or reputed owner:

Carl T. Woodel

RD 1, Box 199
Grampian, PA 16838

2. The name and address of the defendants in the judgment:

Carl T. Woodel

RD 1, Box 199
Grampian, PA 16838

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

S&T Bank

(PLAINTIFF)

4. The name and address of the last record holder of every mortgage of record:

S&T Bank

(PLAINTIFF)

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

None

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Pa Inheritance Tax Department

Pa Department of Revenue
Bureau of Individual
Taxes
Inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

Domestic Relations Office

230 East Market Street
3rd Floor
Clearfield, PA 16830

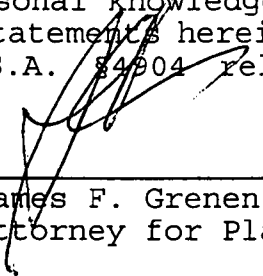
7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Treasurer's Office

Clearfield County
Courthouse
Clearfield, PA 16830

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


8-1-01


James F. Grenen, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 2nd day of August

2001.


Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

COPY

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

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: CARL T. WOODEL

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

SHERIFF'S OFFICE
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

on , 2001, at 10:00 A.M., the following described real estate, of which Carl T. Woodel is the owner or reputed owner:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BLOOM TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AS RD 1, BOX 199, GRAMPIAN, PENNSYLVANIA 16838. DEED BOOK VOLUME 919, PAGE 76, PARCEL NO. 104-F944.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

S&T Bank,

Plaintiff,

vs.

Carl T. Woodel,

Defendant.

at Execution Number 01-974-CD in the amount of \$43,782.61.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

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

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

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

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENN & BIRSIC, P.C.

By: _____

James F. Grenen, Esquire
Attorney for Plaintiff

COPY

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

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in Bloom Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a corner on Old Highway Opposite the residence now or formerly of Paul Hartzfeld and still by said highway, North 550 feet, more or less, to land now or formerly of Ira Dunworth; thence East along said Dunworth land 353 feet, more or less, to the right-of-way of the Lakes to Sea Highway; thence along said Highway South 677 feet, more or less, to Township Road leading from the State Road to the Old dirt Highway; thence up said Township Road 497 feet, more or less, to a corner at Old Highway at X Roads running west; thence in a Northwesterly direction along Old Highway 205 feet, more or less, to the place of beginning. Containing 7 acres, more or less.

RESERVING AND EXPECTING from this conveyance one-half of all the coal, fireclay, oil and gas.

BEING the same property which Carl T. Woodel and Carol A. Woodel, husband and wife, granted and conveyed to Carl T. Woodel, by Deed

dated November 25, 1983 and recorded November 28, 1983, in the Recorder of Deeds Office, Clearfield County, Pennsylvania in Deed Book Volume 919, Page 76.

GRENN & BIRSIC, P.C.

By: 

James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

DBV 919
Page 76
Parcel No. 104-F944

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

SHORT FORM DESCRIPTION FOR ADVERTISING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF CARL T. WOODEL, OF,
IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BLOOM
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON
A DWELLING KNOWN AS RD 1, BOX 199, GRAMPAN, PENNSYLVANIA 16838.
DEED BOOK VOLUME 919, PAGE 76, PARCEL NO. 104-F944.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared James F. Grenen, attorney for the Plaintiff, who being duly sworn according to law deposes and says that the owner of the property located at RD 1, Box 199, Grampian, Pennsylvania 16838 is Defendant, Carl T. Woodel, whose last known address is RD 1, Box 199, Grampian, Pennsylvania 16838, to the best of his information, knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 2nd DAY OF August
2001.

Joanne M. Wehner
Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Defendant.

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

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

COPY

S & T Bank,

Vs.

NO.: 2001-00974-CD

Carl T. Woodel

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due S & T BANK, Plaintiff(s) from CARL T. WOODEL, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
(see attached)

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$43,782.61
INTEREST: \$2,872.44 (to 10/1/01)
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/09/2001

PAID: \$120.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: James F. Grene, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

CARL T. WOODEL,

Defendant.

CIVIL DIVISION

NO.: 61-974CS

ISSUE NO.:

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

CODE -

FILED ON BEHALF OF:

S&T BANK, Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

James F. Grenen, Esquire
Pa. I.D. #46478

GRENNEN & BIRSIC, P.C.

One Gateway Center, Nine West
Pittsburgh, PA 15222

(412) 281-7650

I HEREBY CERTIFY THE ADDRESS OF THE

PLAINTIFF IS

800 Philadelphia Street
Indiana, PA 15701

And the Defendant is

Box 199
Greensburg, PA 15601-0199

ATTORNEY FOR

PLTF
DEF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFECTED BY THIS LIEN IS

Bloom
(CITY, BORO, OR TOWNSHIP) (WARD)

BY

FILED

JUN 20 2001

William A. Shaw
Prothonotary

TO Defendant
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED Complaint
WITHIN TWENTY (20) DAYS FROM SERVICE
HEREOF OR A DEFAULT JUDGEMENT MAY BE
ENTERED AGAINST YOU.

Attorney for

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

S&T BANK,

Plaintiff,

NO.:

vs.

CARL T. WOODEL,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD 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 COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 5982

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

S&T BANK,

Plaintiff,

NO.:

vs.

CARL T. WOODEL,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

S&T Bank, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is S&T Bank, which has its principal place of business at 800 Philadelphia Street, Indiana, Pennsylvania 15701.

2. Defendant, Carl T. Woodel, is an individual whose last known address is R.D. #1, Box 199, Grampian, Pennsylvania 16838..

3. On or about December 14, 1993, Defendant executed a Promissory Note in favor of Plaintiff in the original principal amount of \$58,400.00 ("Note"). A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about December 14, 1993, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$58,400.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on December 14, 1993, in Mortgage Book Volume 1575, Page 390. A true

and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendant is the record and real owner of the aforesaid mortgaged premises.

6. Defendant is in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendant is due for the November 30, 2000 payment.

7. On or about February 28, 2001, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and a Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101, et seq. A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof. Defendant filed an Application for a Homeowner's Emergency Mortgage Assistance Loan but on May 29, 2001 was rejected. A true and correct copy of said Rejection is marked Exhibit "D", attached hereto and made a part hereof.

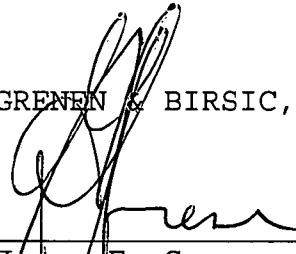
8. The amount due and owing Plaintiff is as follows:

Principal	\$37,867.88
Interest to 6/1/01	\$ 1,831.07
Late Charges and	
Other fees to 6/1/01	\$ 435.63
Attorneys' fees	\$ 800.00
Title Search, Foreclosure	
and Execution Costs	<u>\$ 1,750.00</u>
TOTAL	\$42,684.58

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$42,684.58, with interest thereon at the rate of \$8.68 per diem from June 1, 2001, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs and for foreclosure and sale of the mortgaged premises.

GRENN & BIRSIC, P.C.

BY:



James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
Pa. I.D. #46478

(412) 281-7650

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

Exhibit "A"



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$58,400.00	12-14-1993	12-20-2008			50		713	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Carl T. Woodel
RD #1 Box 199
Gramplan, PA 16838

Lender: S&T BANK
DUBOIS OFFICE
12-14 WEST LONG AVENUE
DUBOIS, PA 15801

Principal Amount: \$58,400.00

Interest Rate: 8.250%

Date of Note: December 14, 1993

PROMISE TO PAY. I promise to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Eight Thousand Four Hundred & 00/100 Dollars (\$58,400.00), together with interest at the rate of 8.250% per annum on the unpaid principal balance from December 20, 1993, until paid in full.

PAYMENT. I will pay this loan in 180 payments of \$566.56 each payment. My first payment is due January 20, 1994, and all subsequent payments are due on the same day of each month after that. My final payment will be due on December 20, 2008, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

LATE CHARGE. If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment.

DEFAULT. I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to perform promptly at the time and strictly in the manner provided in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. **This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of CLEARFIELD County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.**

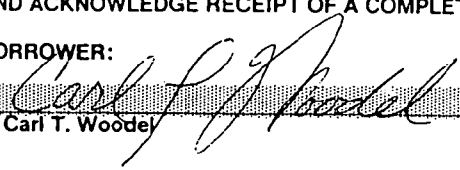
RIGHT OF SETOFF. I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

COLLATERAL. This Note is secured by a Mortgage dated December 14, 1993, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

X  (SEAL)
Carl T. Woodel

12-14-1993

PROMISSORY NOTE
(Continued)

Page 2

Signed, acknowledged and delivered in the presence of:

x Dolores J. Yoke
Witness

X

Witness

Fixed Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.16d (c) 1993 CFI ProServices, Inc. All rights reserved. [PA-D20 XWOODCT.LN R4.OVL]

Exhibit "B"

RECORDATION REQUESTED BY:

S&T BANK
12-14 WEST LONG AVENUE
DUBOIS, PA 15801

WHEN RECORDED MAIL TO:

S&T BANK
LOAN SERVICING CENTER
324 N. 4TH STREET
INDIANA, PA 15701

CLEARFIELD COUNTY
ENTERED OF RECORD

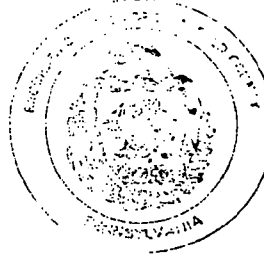
TIME 9:25 AM 12-14-93

BY A. L. Starck

FEES 19.50

Karen L. Starck, Recorder

By meby 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 IS FOR RECORDER'S USE ONLY



MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 14, 1993, between Carl T. Woodel, whose address is RD #1 Box 199, Grampian, PA 16838 (referred to below as "Grantor"); and S&T BANK, whose address is 12-14 WEST LONG AVENUE, DUBOIS, PA 15801 (referred to below as "Lender").

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

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN.

The Real Property or its address is commonly known as RD #1, Grampian, PA 16838.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means Carl T. Woodel. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means S&T BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

Note. The word "Note" means the promissory note or credit agreement dated December 14, 1993, in the original principal amount of \$58,400.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

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

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

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

Property.

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

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

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

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

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient

to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

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

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

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

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

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

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

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

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

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

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

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

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

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

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

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Pennsylvania law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

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

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

Insecurity. Lender in good faith deems itself insecure.

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

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

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

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender

may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the

Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

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

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

GRANTOR:

X Carl T. Woodel (SEAL)
Carl T. Woodel

Signed, acknowledged and delivered in the presence of:

X Dolores F. Yohe
Witness

X _____
Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, S&T BANK, herein is as follows:

12-14 WEST LONG AVENUE, DUBOIS, PA 15801

PS

Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Clearfield)

On this day before me, the undersigned Notary Public, personally appeared Carl T. Woodel, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of December, 19 93.

By Dolores F. Yohe Residing at DuBois, PA
Notary Public in and for the State of Pennsylvania My commission expires March 7, 1995

NOTARIAL SEAL
Dolores F. Yohe, Notary Public
City of DuBois, Clearfield County, PA.
My Commission Expires March 7, 1995

VOL 1575 PAGE 396

EXHIBIT "A"

ALL that certain piece or parcel of land situate, lying and being in Bloom Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of Old Highway opposite the residence now or formerly of Paul Hartzfeld and still by said highway, North 550 feet, more or less, to land now or formerly of Ira Dunworth; thence East along said Dunworth land, 353 feet, more or less, to the right of way of the Lakes to Sea Highway; thence along said Highway, South 677 feet, more or less, to Township Road leading from the State Road to the old dirt Highway; thence up said Township Road, 497 feet, more or less, to a corner at Old Highway at X Roads running West; thence in a Northerwesterly direction along Old Highway 205 feet, more or less, to the place of beginning. Containing 7 acres, more or less.

EXCEPTING AND RESERVING from this conveyance one-half of all the coal, fireclay, oil and gas.

BEING the same premises which were conveyed to Carl T. Woodel by deed of Carl T. Woodel, et ux., dated November 26, 1983, and recorded at Clearfield, Pennsylvania, in Deeds and Records Book No. 919, page 76.

NOTICE

To comply with the Act of July 17, 1957 (52 P.S. Supp. Section 1551-1554) notice is hereby given as follows:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OF OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

Exhibit "C"

GRENNEN & BIRSIC, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER

NINE WEST

PITTSBURGH, PA 15222

(412) 281-7650

FAX (412) 281-7657

EMAIL jgennen@grennenbirsic.com

February 28, 2001

Carl T. Woodel
R.D. #1, Box 199
Grampian, PA 16838

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days of receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this letter, this firm will send you the name and address of the original creditor if different from above.

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

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

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

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

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

HOMEOWNER'S NAME(S): Carl T. Woodel

PROPERTY ADDRESS: R.D. 1, Box 199
Grampian, PA 16838

LOAN ACCT. NO. 00220008056

ORIGINAL LENDER: S&T Bank

CURRENT LENDER/SERVICER: S&T Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from

the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

- A. NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: R.D. #1, Box 199, Grampian, Pennsylvania 16838.

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

monthly payments in the amount of \$566.56 each for the months of November 30, 2000 through February 28, 2001

Other charges (explain/itemize):

late charges have accrued in the amount of \$84.99

TOTAL AMOUNT PAST DUE:

\$2,351.23

- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (N/A)

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,351.23, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: S&T Bank, 456 Main Street, Brockway, Pennsylvania 15824; Attention: Timothy A. Hockman.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this Notice: (N/A)

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

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender

begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	S&T Bank
<u>Address:</u>	456 Main Street Brockway, Pennsylvania 15824
<u>Phone Number:</u>	(814) 268-1123
<u>Fax Number:</u>	(814) 268-1126
<u>Contact Person:</u>	Timothy A. Hockman

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it.

If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax (814) 539-1688

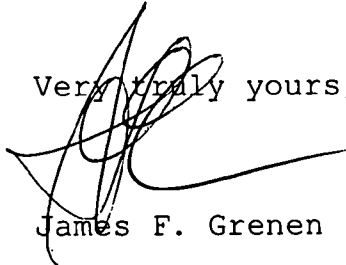
CCCS of Western Pennsylvania,
Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
Fax (814) 944-5747

Indiana Co. Community Action
Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax (724) 465-5118

CCCS of Northeastern PA
1631 S. Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
Fax (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Very truly yours,



James F. Grenen

JFG/jw

CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
FIRST CLASS MAIL, POSTAGE PREPAID

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

Exhibit "D"

**Pennsylvania
Housing Finance Agency****Homeowners' Emergency
Mortgage Assistance Loan Program**

Payments: 2101 North Front Street, P.O. Box 15206
Harrisburg, PA 17105-5206

Correspondence: 2101 North Front Street, P.O. Box 15530
Harrisburg, PA 17105-5530

(717) 780-3940 1-800-342-2397 FAX (717) 780-3995
TDD # For Hearing Impaired (717) 780-1869

5/29/2001

S&T BANK-COLLECTIONS DEPT.
456 MAIN STREET
PO BOX D
BROCKWAY, PA. 15824

SUBJECT:

THOMAS C WOODEL
RD 1 B 199
GRAMPIAN, PA. 16838
Loan #: 00220008056
SS#: 164-36-7687

Your application for a HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 168.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

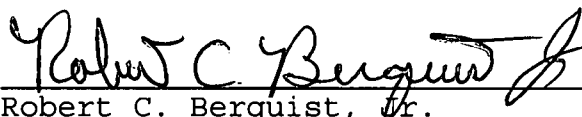
You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative through the following toll free number: 1-800-732-3545. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:**1. Disclosure inapplicable.**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

VERIFICATION

Robert C. Berquist, Jr., Vice President, and duly authorized representative of S&T Bank, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to his information and belief.

A handwritten signature in cursive script, reading "Robert C. Berquist, Jr.", written over a horizontal line.

Robert C. Berquist, Jr.
Vice President
S&T Bank

FILED

JUN 11 11:16 AM '01

William A. Shaw
Prothonotary

Atty pd.
80.00

1 CC Sh ff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

CARL T. WOODEL,

Defendant.

I hereby certify that the
address of Plaintiff is:

800 Philadelphia Street
Indiana, PA 15701

the last known address of
Defendant is:

R.D. #1, Box 199
Grampian, PA 16838
and
c/o Timberland Federal
Credit Union
821 Beaver Drive
DuBois, PA 15801

GRENN & BIRSIC, P.C.

Attorneys for Plaintiff

CIVIL DIVISION

No.: 01-974-CD

ISSUE NUMBER:

TYPE OF PLEADING:

PRAECIPE FOR DEFAULT JUDGMENT
(Mortgage Foreclosure)

CODE -

FILED ON BEHALF OF:

S&T BANK, Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

James F. Grenen, Esquire
Pa. I.D. #46478

GRENN & BIRSIC, P.C.
One Gateway Center
Nine West
Pittsburgh, PA 15222

(412) 281-7650

FILED

AUG 09 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

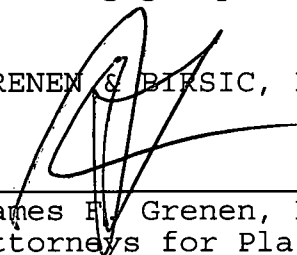
Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant, Carl T. Woodel, in the amount of \$43,261.92, which is itemized as follows:

Principal	\$37,867.88
Interest to 7/31/01	\$ 2,351.75
Late Charges and	
Other Fees to 7/31/01	\$ 492.29
Attorneys' fees	\$ 800.00
Title Search, Foreclosure and	
Execution Costs	\$ 1,750.00
TOTAL	\$43,261.92

with interest on the Principal sum at the rate of \$8.68 per diem from July 31, 2001, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs and for foreclosure and sale of the mortgaged premises.

GRENEK & BIRSIC, P.C.

BY:


James F. Grene, Esquire
Attorneys for Plaintiff

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

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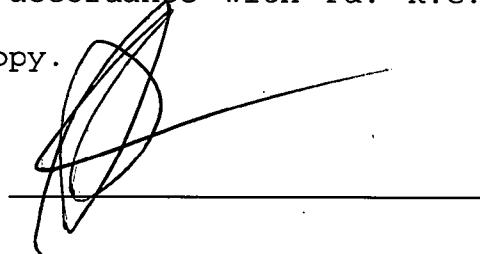
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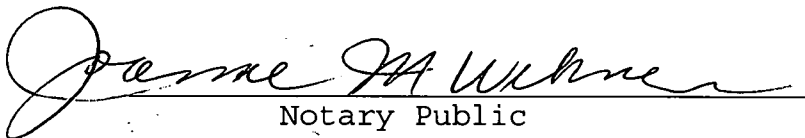
COUNTY OF ALLEGHENY

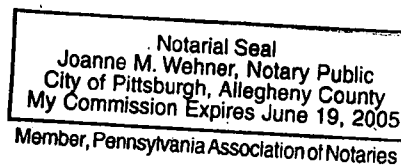
Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared James F. Grenen, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that Defendant, Carl T. Woodel, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.



Sworn to and subscribed before me

this 2nd day of August, 2001.


Notary Public



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

S&T BANK,

Plaintiff,

vs.

CARL T. WODEL,

Defendant.

NO.: 01-974-CD

TO: Carl T. Woodel
R.D. #1, Box 199
Grampian, PA 16838

DATE OF NOTICE: July 18, 2001

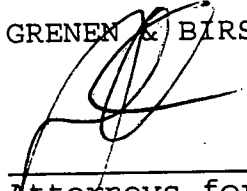
IMPORTANT NOTICE

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. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 5982

GRENN & BIRSIC, P.C.

By:


Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

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

S&T BANK,

Plaintiff,

vs.

CARL T. WODEL,

Defendant.

NO.: 01-974-CD

TO: Carl T. Woodel
c/o Timberland Federal Credit Union
821 Beaver Drive
DuBois, PA 15801

DATE OF NOTICE: July 18, 2001

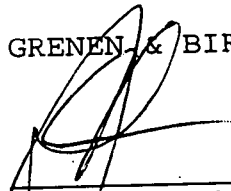
IMPORTANT NOTICE

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. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 5982

GRENNEN & BIRSIC, P.C.

By:


Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

FILED

AUG 11 11:54 AM '01

Ex William A. Shaw
Prothonotary

cc

Atty pd. 20.00

Notice to Defendant - 2

Notices to same by a-2

diff. addresses, RD1, Box 198

and c/o Timberland FCL, 831

Beaver Drive, Dubois

Statement to Atty

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

CARL T. WOODEL,

Defendant.

CIVIL DIVISION

No.: 01-974-CD

NOTICE OF ORDER, DECREE OR JUDGMENT

TO:

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or
Judgment was entered in the above captioned proceeding
on _____.

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: \$43,261.92

with interest on the Principal sum at the rate of \$8.68 per diem
from July 31, 2001, and additional late charges, additional
reasonable and actually incurred attorneys' fees, plus costs and
for foreclosure and sale of the mortgaged premises.

Deputy

COPY

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

S & T Bank
Plaintiff(s)

No.: 2001-00974-CD

Real Debt: \$43,261.92

Atty's Comm:

Vs.

Costs: \$

Int. From:

Carl T. Woodel
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 9, 2001

Expires: August 9, 2006

Certified from the record this 9th day of August, 2001.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11133

S&T BANK

01-974-CD

VS.

WOODEL, CARL T.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 27, 2001 AT 12:21 PM DST SERVED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON CARL T. WOODEL, DEFENDANT AT EMPLOYMENT,
TIMBERLAND FEDERAL CREDIT UNION, 821 BEAVER DR., DUBOIS, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO CARL T. WOODEL A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

Cost	Description
27.88	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

JUL 05 2001
01:29 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

5th Day Of July 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
My Marilyn Harris
Chester A. Hawkins
Sheriff

SALE DATE: OCTOBER 19, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

CARL T. WOODEL,

Defendant.

) CIVIL DIVISION

) NO.: 01-974-CD

) ISSUE NUMBER:

) TYPE OF PLEADING:

) Pa. R.C.P. RULE 3129.2(c)
) AFFIDAVIT OF SERVICE
) DEFENDANTS/OWNERS

) CODE -

) FILED ON BEHALF OF:

) S&T BANK, Plaintiff

) COUNSEL OF RECORD FOR THIS
) PARTY:

) James F. Grenen, Esquire
) Pa. I.D. #46478

) GRENEN & BIRSIC, P.C.
) One Gateway Center
) Nine West
) Pittsburgh, PA 15222

) (412) 281-7650

FILED

SEP 20 2001

William A. Shaw
Prothonotary

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

S&T BANK,)	
)	NO.: 01-974-CD
Plaintiff,)	
)	
vs.)	
)	
CARL T. WODEL,)	
)	
)	
Defendant.)	

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

James F. Grenen, Esquire, Attorney for Plaintiff, S&T Bank, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on Carl T. Woodel, as follows:

1. Carl T. Woodel is the owner of the real property and has not entered an appearance of record.

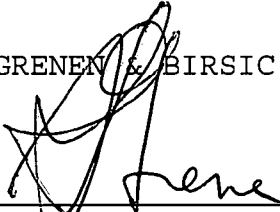
2. The undersigned counsel mailed Defendant, Carl T. Woodel, a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, restricted delivery, return receipt requested. A true and correct copy of said Notice is marked Exhibit "A", attached hereto and made a part hereof.

3. On or about September 12, 2001, Defendant, Carl T. Woodel received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail receipt. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail on the identified Defendant, is marked Exhibit "B", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENN & BIRSIC, P.C.

BY:


James F. Grenen, Esquire
Attorneys for Plaintiff
Nine West, One Gateway Center
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 18th DAY OF September, 2001.


Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

Exhibit "A"

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

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: CARL T. WOODEL

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

SHERIFF'S OFFICE
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

on October 19, 2001, at 10:00 A.M., the following described real estate, of which Carl T. Woodel is the owner or reputed owner:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BLOOM TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AS RD 1, BOX 199, GRAMPIAN, PENNSYLVANIA 16838. DEED BOOK VOLUME 919, PAGE 76, PARCEL NO. 104-F944.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

S&T Bank,

Plaintiff,

vs.

Carl T. Woodel,

Defendant.

at Execution Number 01-974-CD in the amount of \$43,782.61.

Claims against the property must be filed with the Sheriff

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

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

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

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

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENNEN & BIRSIC, P.C.

By: _____

James F. Grenen, Esquire
Attorney for Plaintiff

Exhibit "B"

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.

Article Addressed to:

CARL T. WOODEL
 RD 1 Box 159
 LANCASTER, PA
 17602

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) CARL T. WOODEL B. Date of Delivery SEP 12 2001
 C. Signature [Signature] ☐ Agent ☒ Addressee
 D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number

(Transfer from service label)

7000 1536 0004 9717 3520

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-14

SALE DATE: OCTOBER 19, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

CARL T. WOODEL,

Defendant.

) CIVIL DIVISION

) NO.: 01-974-CD

) ISSUE NUMBER:

) TYPE OF PLEADING:

) Pa. R.C.P. RULE 3129.2(c) (2)
) LIENHOLDER AFFIDAVIT OF
) SERVICE

) CODE -

) FILED ON BEHALF OF:

) S&T BANK, Plaintiff

) COUNSEL OF RECORD FOR THIS
) PARTY:

) James F. Grenen, Esquire
) Pa. I.D. #46478

) GRENEN & BIRSIC, P.C.
) One Gateway Center, Nine West
) Pittsburgh, PA 15222

) (412) 281-7650

FILED

SEP 20 2001

William A. Shaw
Prothonotary

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

S&T BANK.)	
)	NO.: 01-974-CD
Plaintiff,)	
vs.)	
)	
CARL T. WOODEL,)	
)	
)	
Defendant.)	

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF SERVICE

I, James F. Grenen, Attorney for Plaintiff, S&T Bank, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows:


1. By letters dated September 4, 2001, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. A true and correct copy of said Affidavit Pursuant to Rule 3129.1 is marked Exhibit "A", attached hereto, and made a part hereof.

2. Undersigned counsel obtained a U.S. Postal Service Form 3817 Certificate of Mailing for each letter. True and correct copies of the Certificates of Mailing and any letters, if returned as of this date, are marked collectively as Exhibit "B", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

GRENN & BIRSIC, P.C.

BY:


James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before

me this 18th day of September, 2001.


Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005

Member, Pennsylvania Association of Notaries

Exhibit "A"

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

S&T BANK,)
)
Plaintiff,)
)
) NO.: 01-974-CD
vs.)
)
CARL T. WOODEL,)
)
)
Defendant.)
)

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

S&T Bank, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property of Carl T. Woodel located at RD 1, Box 199, Grampian, Pennsylvania 16838 and is more fully described as follows:

ALL the right, title, interest and claim of Carl T. Woodel, of, in and to:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BLOOM TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING KNOWN AS RD 1, BOX 199, GRAMPIAN, PENNSYLVANIA 16838. DEED BOOK VOLUME 919, PAGE 76, PARCEL NO. 104-F944.

1. The name and address of the owner or reputed owner:

Carl T. Woodel

RD 1, Box 199
Grampian, PA 16838

2. The name and address of the defendants in the judgment:

Carl T. Woodel

RD 1, Box 199
Grampian, PA 16838

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

S&T Bank

(PLAINTIFF)

4. The name and address of the last record holder of every mortgage of record:

S&T Bank

(PLAINTIFF)

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

None

6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Pa Inheritance Tax Department

Pa Department of Revenue
Bureau of Individual
Taxes
Inheritance Tax Division
Department 280601
Harrisburg, PA 17128-0601

Domestic Relations Office

230 East Market Street
3rd Floor
Clearfield, PA 16830

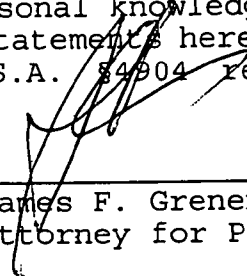
7. The name and address of every other person whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Treasurer's Office

Clearfield County
Courthouse
Clearfield, PA 16830

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


8-1-01


James F. Grenen, Esquire
Attorney for Plaintiff

SWORN to and subscribed before

me this 2nd day of August

2001.


Notary Public

Notarial Seal
Joanne M. Wehner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2005
Member, Pennsylvania Association of Notaries

Exhibit "B"

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

Received From: Gronen & Birsis, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:
Mr. Inheritance Dept
Pa Dept of Revenue
Cuban American
Inheritance Tax Division
Dept 28060
Harrisburg Pa 17128 0601

PS Form 3817, Mar. 1989 *Woodell*

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

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

Received From: Gronen & Birsis, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:
Domestic Relations Office
930 East Market St.
3rd Floor
Clearfield Pa 16830

PS Form 3817, Mar. 1989 *Woodell*

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

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

Received From: Gronen & Birsis, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:
Massachusetts Office
Clearfield County
Clearfield Pa 16830

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

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

S & T Bank,

Vs.

NO.: 2001-00974-CD

Carl T. Woodel

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due S & T BANK, Plaintiff(s) from CARL T. WOODEL, Defendant(s):

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


Garnishee(s) as follows:

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

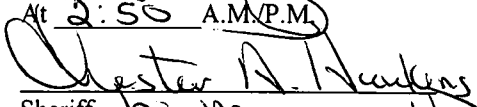
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$43,782.61
INTEREST: \$2,872.44 (to 10/1/01)
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/09/2001

PAID: \$120.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9th day
of August A.D. 2001
At 2:50 A.M./P.M.

Sheriff by Margaret H. Pitt

Requesting Party: James F. Grene, Esq.
One Gateway Center, Nine West
Pittsburgh, PA 15222

FILED
NOV 07 2001
William A. Shaw
Prothonotary

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

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in Bloom Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at a corner on Old Highway Opposite the residence now or formerly of Paul Hartzfeld and still by said highway, North 550 feet, more or less, to land now or formerly of Ira Dunworth; thence East along said Dunworth land 353 feet, more or less, to the right-of-way of the Lakes to Sea Highway; thence along said Highway South 677 feet, more or less, to Township Road leading from the State Road to the Old dirt Highway; thence up said Township Road 497 feet, more or less, to a corner at Old Highway at X Roads running west; thence in a Northwesterly direction along Old Highway 205 feet, more or less, to the place of beginning. Containing 7 acres, more or less.

RESERVING AND EXPECTING from this conveyance one-half of all the coal, fireclay, oil and gas.

BEING the same property which Carl T. Woodel and Carol A. Woodel, husband and wife, granted and conveyed to Carl T. Woodel, by Deed

dated November 25, 1983 and recorded November 28, 1983, in the Recorder of Deeds Office, Clearfield County, Pennsylvania in Deed Book Volume 919, Page 76.

GRENN & BIRSIC, P.C.

By: 

James F. Grenen, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

DBV 919
Page 76
Parcel No. 104-F944

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

S&T BANK,

Plaintiff,

NO.: 01-974-CD

vs.

CARL T. WOODEL,

Defendant.

SHORT FORM DESCRIPTION FOR ADVERTISING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF CARL T. WOODEL, OF,
IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BLOOM
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON
A DWELLING KNOWN AS RD 1, BOX 199, GRAMPAN, PENNSYLVANIA 16838.
DEED BOOK VOLUME 919, PAGE 76, PARCEL NO. 104-F944.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11425

S & T BANK

01-974-CD

VS.

WOODEL, CARL T.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 4, 2001, AT 10:15 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, OCTOBER 19, 2001, AT 10:00 AM O'CLOCK.

NOW, SEPTEMBER 4, 2001, AT 10:15 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ALDINE WOODEL, MOTHER OF CARL T. WOODEL, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 199, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ALDINE WOODEL, MOTHER OF CARL T. WOODEL, 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, OCTOBER 19, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE (\$1.00) DOLLAR PLUS COSTS.

NOW, OCTOBER 31, 2001, RECEIVED PLAINTIFF CHECK #001243 IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED EIGHTEEN AND FIFTY-TWO (\$1,518.52) FOR COSTS DUE ON SALE.

NOW, OCTOBER 31, 2001, FAXED ATTORNEY INFORMING HIM THAT WE NEED , AN ADDITIONAL FIFTY-FOUR (\$54.00) DOLLARS, COST OF THE LEGAL JOURNAL WAS NOT INCLUDED IN THE ORIGINAL BILL.

NOW, NOVEMBER 6, 2001, RECEIVED ATTORNEY CHECK #53772 IN THE AMOUNT OF FIFTY-FOUR (\$54.00) DOLLARS, AMOUNT DUE FOR LEGAL JOURNAL.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11425

S & T BANK

01-974-CD

VS.

WOODEL, CARL T.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 7, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE
PLAINTIFF PURCHASING THE PROPERTY FOR ONE (\$1.00) DOLLAR PLUS COSTS.
PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS.

SHERIFF HAWKINS \$203.68

SURCHARGE \$ 20.00

PAID BY PLAINTIFF

Sworn to Before Me This

7th Day Of Nov. 2001

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

So Answers,

Chester A. Hawkins
by Margaret H. Pratt
Chester A. Hawkins
Sheriff

FILED

NOV 07 2001
0132456
William A. Shaw
Prothonotary

P 11
5-



62 001243

REMITTER

C. Thomas Woodel Sheriff Sale

60-685/433

DATE October 23, 2001

PAY TO THE ORDER OF SHERIFF OF CLEARFIELD COUNTY

\$ 1,518.52

ONE THOUSAND FIVE HUNDRED EIGHTEEN AND 52/100

* * * * *

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TREASURER'S CHECK

VOID AFTER 90 DAYS

R.C. Beig

MP

⑈62001243⑈+⑈043306855⑈ 000090004⑈

VICE PRESIDENT

© DELUXE EMBLEM

COPY

GRENN & BIRSIC, P.C.
ONE GATEWAY CENTER, NINE WEST
PITTSBURGH, PA 15222
(412) 281-7650

MELLON BANK, N.A.
PITTSBURGH, PA
8-26/430

53772

11/01/2001

PAY TO THE ORDER OF Clearfield County Sheriff

\$ **54.00

Fifty-Four and 00/100*****

DOLLARS

Clearfield County Sheriff

Daniel J. Burns

MEMO 33-421

JW

⑈053772⑈ ⑈04300026⑈ 009⑈ 2101⑈

11425

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, OCTOBER 22, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 19th day of OCTOBER 2001, I exposed the within described real estate of CARL T. WOODEL

to public venue or outcry at which time and place I sold the same to S & T BANK
he/she being the highest bidder, for the sum of \$ 1.00 + COSTS
and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		7.80
LEVY		15.00
MILEAGE		7.80
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		
COPIES / BILLING		15.00
BILLING - PHONE - FAX		17.00
TOTAL SHERIFF COSTS	\$	203.68

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
TOTAL DEED COSTS	\$	20.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$	43,782.61
INTEREST TO 10-1-01		2,872.44
TOTAL DEBT & INTEREST		\$ 46,655.05
<u>COSTS:</u>		
ATTORNEY FEES		
PROTH. SATISFACTION		
ADVERTISING	\$	161.16
LATE CHARGES & FEES		
TAXES-Collector	\$	1,873.18
TAXES-Tax Claim		
COSTS OF SUIT-To Be Added		
LIST OF LIENS AND MORTGAGE SEARCH	\$	140.00
FORCLOSURE FEES		
ACKNOWLEDGEMENT	\$	5.00
DEED COSTS	\$	15.50
ATTORNEY COMMISSION		
SHERIFF COSTS	\$	203.68
LEGAL JOURNAL AD	\$	54.00
REFUND OF ADVANCE		
REFUND OF SURCHARGE		
PROTHONOTARY	\$	120.00
TOTAL COSTS	\$	2,572.52

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

Chester A. Hawkins, Sheriff

FILED

NOV 07 2001

**William A. Shaw
Prothonotary**