

01-1315-CD
CSB BANK -vs- BOBBY G. HAWKINS et al

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

CSB BANK, Plaintiff'

-VS-

BOBBY G. HAWKINS and
JOAN C. HAWKINS, Defendants

COMPLAINT IN MORTGAGE
FORECLOSURE

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

2 CC
Bobby Gates
Joan Gates pt.
\$8.00

William A. Shaw
Prothonotary

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

CSB BANK,	:		
Plaintiff	:	No. 01 -	- CD
	:		
-vs-	:	IN MORTGAGE FORECLOSURE	
	:		
BOBBY G. HAWKINS and JOAN C.	:		
HAWKINS, Defendants	:		

NOTICE TO DEFEND

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

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

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

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

CSB BANK,	:	
Plaintiff	:	No. 01 - - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
BOBBY G. HAWKINS and JOAN C.	:	
HAWKINS, Defendants	:	

C O M P L A I N T

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

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

2. Defendants, BOBBY G. HAWKINS and JOAN C. HAWKINS, husband and wife, are individuals who reside at Box 7, Dorothea Street, Houtzdale, PA 16651, but who also maintain a business address c/o A & R Supply, Inc., Route 879 East, Lawrence Township, Clearfield County, Pennsylvania, with a mailing address of P. O. Box 1047, Clearfield, PA 16830.

3. The Plaintiff brings this action to foreclose a Mortgage in the principal amount of \$85,650.00 dated June 3, 1997 between Bobby G. Hawkins and Joan C. Hawkins, Mortgagors, and CSB Bank, Mortgagee, which Mortgage covers non owner

occupied commercial real estate, situate in Lawrence Township, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Clearfield County Deeds and Records Book 1846, Page 462. A photocopy of said mortgage is attached hereto and made a part hereof as Exhibit "A".

4. The parcel subject to the mortgage is situate in Lawrence Township, Clearfield County, Pennsylvania and is more fully described in Exhibit "B" which is attached hereto and made a part hereof.

5. The mortgage described in Paragraph 3 hereof secured Defendants' indebtedness to Plaintiff, CSB Bank, which was evidenced by a Promissory Note in the principal amount of \$85,650.00, also dated June 3, 1997. A photocopy of said Promissory Note is attached hereto and made a part hereof as Exhibit "C".

6. Said Promissory Note and Mortgage both set forth that CSB BANK may accelerate Defendants' repayment of all outstanding principal and accrued interest in the case of Defendant's breach of any covenant under the aforementioned Mortgage, and/or Promissory Note which specially includes Defendants' failure to pay any amount when due.

7. The Mortgage is in serious default because the Defendants have failed to make payment of the monthly payments

due for the months of February 2001 through July 2001.

8. By letters dated July 2, 2001 and addressed to Defendants, Joan C. Hawkins and Bobby G. Hawkins, c/o Defendants' business, A & R Supply Co., Inc., P. O. Box 1047, Clearfield, PA 16830 and mailed the same date by First Class Mail, postage prepaid, and also by Certified Mail Nos. 7000 0600 0023 1120 0967 and 7000 0600 0023 1120 0950, postage prepaid, Plaintiff informed Defendants it was demanding payment of all arrearages, within thirty (30) days, and in the event all arrearages were not paid in said thirty (30) day period, then all outstanding principal and accrued interest became immediately due and payable. True and correct copies of the aforesaid letter of July 2, 2001, the U. S. Postal Service Certificates of Mailing (Form 3817) and U. S. Postal Service Certificates for Certified Mail (Form 3800) are attached hereto and made a part hereof collectively as Exhibit "D".

9. The aforesaid Mortgage of June 3, 1997 does not represent a "residential mortgage" as said term is defined under Act #6 of 1974, as amended (41 P.S. §101 et seq.) and thus no Notice of Intention to Foreclose had to be given by Plaintiff to Defendants as provided for by 41 P.S. §403.

10. Since the real estate subject to the aforesaid mortgage of June 3, 1997 is not the principal residence of the Defendants, nor a one or two family owner-occupied residence,

Plaintiff did not have to give Defendants notice as provided for under the Homeowners Emergency Assistance Act (35 P.S. §1680.401 (et seq.)).

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

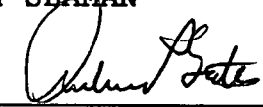
(a) Outstanding principal balance	\$70,863.02
(b) Accrued late fees through 8/1/01	\$ 296.76
(c) Accrued interest through 8/1/01*	\$ 3,866.15
(d) Reasonable attorneys' fees	<u>\$ 1,000.00</u>
TOTAL	\$76,025.93

*Plus per diem interest of \$18.2146 from August 1, 2001

WHEREFORE, the Plaintiff demands judgment in Mortgage Foreclosure against the Defendants, Bobby G. Hawkins and Joan C. Hawkins, husband and wife, in the sum of \$76,025.93, plus costs of suit and per diem interest of \$18.2146 per day accruing on the loan from August 1, 2001.

GATES & SEAMAN

By


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

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:07p-6-4-97
BY Ronald L. Starck
FEES 17.50
Karen L. Starck, Recorder



Karen L. Starck
Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 3, 1997. The mortgagor is Bobby G. Hawkins and Joan G. Hawkins ("Borrower"). This Security Instrument is given to CSB Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is P.O. Box 29, Curwensville, PA 16833 ("Lender"). Borrower owes Lender the principal sum of EIGHTY-FIVE THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 85,650.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 5, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Lawrence Township, Clearfield County, Pennsylvania:

PLEASE SEE ATTACHED DESCRIPTION.

which has the address of P.O. Box 1047, Clearfield, Pennsylvania 16830 ("Property Address");
[Street] [City] [Zip Code]

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

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

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

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

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

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

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

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

BEGINNING at an iron pin at the Southwest corner of land of the Curwensville State Bank and being also the Northwest corner of the tract herein described, and the same being on the line of land of the Beard Oil Co.; thence by the line of land of the Curwensville State Bank North Seventy degrees Twenty-three minutes East (N 70° 23' E) for a distance of One Hundred Eighty-five and Zero hundredths (185.00') feet to an iron pin; thence by other land of A. W. Milligan and along the Western side of a 30-foot wide access road, South Six degrees Forty-five minutes East (S 6° 45' E) for a distance of One Hundred Seventy-one and Two tenths (171.2') feet to an iron pin on the line of land previously conveyed to the Beard Oil Co.; thence by the said Beard Oil Co. land South Eighty-three degrees Fifteen minutes West (S 83° 15' W) for a distance of One Hundred Eighty and Thirty-five hundredths (180.35') feet to an iron pin on the line of other land of the Beard Oil Co.; thence by said land North Six degrees Forty-five minutes West (N 6° 45' W) for a distance of One Hundred Thirty and Zero hundredths (130.00') feet to an iron pin and the place of beginning. _____

CONTAINING 0.624 acres, and being further identified by Clearfield County Assessment Number 123-J9-185. _____

Grantors specifically grant to Grantees, their heirs, executors, administrators and assigns, the uninterrupted use, liberty and privilege of and passage in and along a certain access road 30' in width and extending in a generally Southerly direction from Pennsylvania Route 879 to the premises herein conveyed, together with free ingress, egress and regress to and for the said Grantees, their heirs and assigns. _____

SUBJECT, NEVERTHELESS, to the rights of Beard Oil Co. to the use of said access road and **SUBJECT** to the joint responsibility of Beard Oil Co. and Grantees to maintain and repair said access road. _____

BEING the same premises as were granted and conveyed to Bobby Gene Hawkins and Joan C. Hawkins, his wife, both of Houtzdale, Clearfield County, Pennsylvania, as to an undivided one-half interest, and Virginia L. Davis, of Brisbin, Clearfield County, Pennsylvania, as to an undivided one-half interest, as tenants in common, by deed of Alvin W. Milligan, a/k/a A. W. Milligan, et ux, dated October 29, 1986, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1123, Page 376. The said Virginia L. Davis having died testate on September 15, 1987, and by Paragraph 4 of her Last Will and Testament dated December 1, 1981, and duly entered for probate in Clearfield County Will Book Volume 58, Page 455, devised her undivided one-half interest in the herein described premises to her daughters, Joan C. (Davis) Hawkins and

Pamela S. (Davis) Lockett, and the said daughters being appointed as
Co-Executrices of the Estate of Virginia L. Davis. _____

The undivided one-half interest of Virginia L. Davis was granted and conveyed unto Bobby Gene Hawkins and Joan C. Hawkins, his wife, by deed of Joan C. Hawkins and Pamela S. Lockett, Co-Executrices and Heirs of the Estate of Virginia L. Davis, dated March 20, 1995, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1664, Page 453, on March 22, 1995, vesting the entire interest in the herein described premises in Bobby Gene Hawkins and Joan C. Hawkins. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Ronald E. Archer

Bobby G. Hawkins
Bobby G. Hawkins

(Seal)
—Borrower

Joan C. Hawkins
Joan C. Hawkins

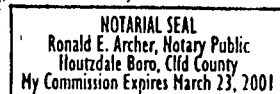
(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:
On this, the 3rd day of June, 19 97, before me, a Notary Public,
the undersigned officer, personally appeared BOBBY G. HAWKINS & JOAN C. HAWKINS, known to me (or satisfactorily proven) to be the person(s)
whose name(s) are subscribed to the within instrument and acknowledged that they
executed the same for the purposes herein contained.

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

My Commission expires:



Ronald E. Archer
Notary Public

Title of Officer

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

Ronald E. Archer
Title of Officer

I hereby certify that the precise address of the within Mortgagee (Lender) is

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

BEGINNING at an iron pin at the Southwest corner of land of the Curwensville State Bank and being also the Northwest corner of the tract herein described, and the same being on the line of land of the Beard Oil Co.; thence by the line of land of the Curwensville State Bank North Seventy degrees Twenty-three minutes East (N 70° 23' E) for a distance of One Hundred Eighty-five and Zero hundredths (185.00') feet to an iron pin; thence by other land of A. W. Milligan and along the Western side of a 30-foot wide access road, South Six degrees Forty-five minutes East (S 6° 45' E) for a distance of One Hundred Seventy-one and Two tenths (171.2') feet to an iron pin on the line of land previously conveyed to the Beard Oil Co.; thence by the said Beard Oil Co. land South Eighty-three degrees Fifteen minutes West (S 83° 15' W) for a distance of One Hundred Eighty and Thirty-five hundredths (180.35') feet to an iron pin on the line of other land of the Beard Oil Co.; thence by said land North Six degrees Forty-five minutes West (N 6° 45' W) for a distance of One Hundred Thirty and Zero hundredths (130.00') feet to an iron pin and the place of beginning. _____

CONTAINING 0.624 acres, and being further identified by Clearfield County Assessment Number 123-J9-185. _____

Grantors specifically grant to Grantees, their heirs, executors, administrators and assigns, the uninterrupted use, liberty and privilege of and passage in and along a certain access road 30' in width and extending in a generally Southerly direction from Pennsylvania Route 879 to the premises herein conveyed, together with free ingress, egress and regress to and for the said Grantees, their heirs and assigns. _____

SUBJECT, NEVERTHELESS, to the rights of Beard Oil Co. to the use of said access road and **SUBJECT** to the joint responsibility of Beard Oil Co. and Grantees to maintain and repair said access road. _____

BEING the same premises as were granted and conveyed to Bobby Gene Hawkins and Joan C. Hawkins, his wife, both of Houtzdale, Clearfield County, Pennsylvania, as to an undivided one-half interest, and Virginia L. Davis, of Brisbin, Clearfield County, Pennsylvania, as to an undivided one-half interest, as tenants in common, by deed of Alvin W. Milligan, a/k/a A. W. Milligan, et ux, dated October 29, 1986, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1123, Page 376. The said Virginia L. Davis having died testate on September 15, 1987, and by Paragraph 4 of her Last Will and Testament dated December 1, 1981, and duly entered for probate in Clearfield County Will Book Volume 58, Page 455, devised her undivided one-half interest in the herein described premises to her daughters, Joan C. (Davis) Hawkins and

Pamela S. (Davis) Lockett, and the said daughters being appointed as Co-Executrices of the Estate of Virginia L. Davis. _____

The undivided one-half interest of Virginia L. Davis was granted and conveyed unto Bobby Gene Hawkins and Joan C. Hawkins, his wife, by deed of Joan C. Hawkins and Pamela S. Lockett, Co-Executrices and Heirs of the Estate of Virginia L. Davis, dated March 20, 1995, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1664, Page 453, on March 22, 1995, vesting the entire interest in the herein described premises in Bobby Gene Hawkins and Joan C. Hawkins. _____

85,650.00

PROMISSORY NOTE

Loan # 206672

Dated June 3, 1997

Debtor BOBBY G. HAWKINS

of P.O. BOX 1047, CLEARFIELD, PA 16830

Debtor JOAN C HAWKINS

of P.O. BOX 1047, CLEARFIELD, PA 16830

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of

CSB BANK ("Lender")

at any of Lender's branch offices,

the Principal sum of EIGHTY-FIVE THOUSAND SIX HUNDRED FIFTY AND 00/100 ----- Dollars
in lawful money of the United States, to be paid as follows:

SIXTY (60) MONTHLY PRINCIPAL & INTEREST PAYMENTS OF \$1,011.26, BEGINNING July 5, 1997
AT AN INTEREST RATE OF 9.75% FOR FIVE (5) YEARS, THEN THE REMAINING EIGHTY-FOUR (84) MONTHLY
PRINCIPAL & INTEREST PAYMENTS WILL BE ADJUSTED EVERY SIXTY (60) MONTHS OR FIVE YEARS (5) AT AN
INTEREST RATE OF WALL STREET JOURNAL PRIME RATE PLUS 1.25% TO ENSURE AMORTIZATION TO THE
ORIGINAL MATURITY DATE OF TWELVE (12) YEARS.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of 9.75% FIXED FOR FIVE (5) YEARS
THEN ADJUSTED ON THE FIFTH (5) YEAR AND TENTH (10) YEAR ANNIVERSARY DATES TO THE WALL STREET
JOURNAL PRIME RATE PLUS 1.25%. A DELINQUENCY CLAUSE OF FIVE (5) PERCENT OF THE TOTAL PAYMENT
and shall be payable MONTHLY as billed. AMOUNT FOR ANY PAYMENT MADE FIFTEEN
(15) DAYS OR MORE AFTER THE DUE DATE.

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any of Debtor's ("Obligor", as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including endorser, sureties and guarantors) property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Obligor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

☐ If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

_____, 19____, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

- (1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefore.
- (2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them.
- (3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshalling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.
- (4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

WARRANT OF ATTORNEY: Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action of replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisal, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is stricken or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and Confess Judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Lender may only be done to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

Name Bobby G. Hawkins (SEAL)
Name Joan C. Hawkins (SEAL)
Name _____ (SEAL)

BANCONSUMER FORM PA 170 (Rev. 12/85)

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

A & R SUPPLY, INCORPORATED (SEAL)
Name of Corporation or Partnership
By: Bobby G. Hawkins, President (SEAL)
Name and Title
Attest: Joan C. Hawkins, Secretary (CORPORATE SEAL)
Name and Title

©1985 BANCONSUMER SERVICE, INC.

PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Debtors to Lender.

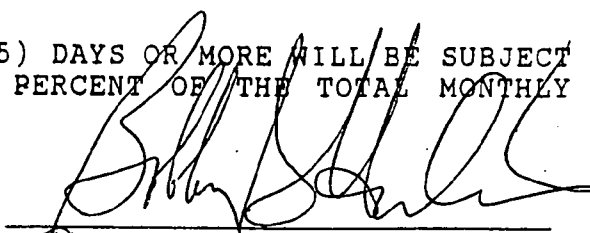
MISCELLANEOUS: Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest hereon shall become effective on the days on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.

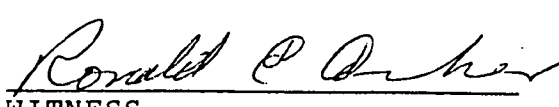
ADDENDUM TO LOAN NOTE

THIS ADDENDUM TO LOAN NOTE # 206612 BETWEEN Bobby G. & Joan C. Hawkins AND CSB BANK IS INTENDED TO BECOME PART OF THE NOTE AND TO DEFINE ADDITIONAL TERMS AND CONDITIONS NOT INCLUDED IN THE LOAN NOTE.

1) ANY PAYMENT PAST DUE FIFTEEN (15) DAYS OR MORE WILL BE SUBJECT TO A LATE FEE EQUAL TO FIVE (5) PERCENT OF THE TOTAL MONTHLY PAYMENT AMOUNT.


Bobby G. Hawkins


Joan C. Hawkins


WITNESS



July 2, 2001

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

A&R Supply Co., Inc
Bobby G. Hawkins
PO Box 1047
Clearfield, Pa. 16830-5047

RE: Account 206612

Dear Mr. Hawkins,

The mortgage held by CSB Bank (hereinafter we, us or ours) on your property located at Route 879, Lawrence Twp., Clearfield County, PA, IS IN SERIOUS DEFAULT because you have not made the monthly payments for February through June of 2001. Late charges and other charges have also accrued to this date in the amount of \$246.20. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$5,302.50 (Five Thousand three hundred two dollars and fifty cents).

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$5,02.50 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at any office of CSB Bank.

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

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

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

COALPORT OFFICE
P.O. Box 354
Coalport, PA 16627
814 672-5396

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

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

ST. MARYS OFFICE
1379 Bucktail Village
St. Marys, PA 15857
814-834-4020

— Member FDIC —

2


We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. You also have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately November 2, 2001. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 814-236-2550. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

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

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

Sincerely,



Craig M. Witherow
Collection Manager



NOTICE OF INTENTION TO FORECLOSE MORTGAGE

A&R Supply Co., Inc
Joan C. Hawkins
PO Box 1047
Clearfield, Pa. 16830-5047

RE: Account 206612

Dear Mrs. Hawkins,

The mortgage held by CSB Bank (hereinafter we, us or ours) on your property located at Route 879, Lawrence Twp., Clearfield County, PA, IS IN SERIOUS DEFAULT because you have not made the monthly payments for February through June of 2001. Late charges and other charges have also accrued to this date in the amount of \$246.20. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$5,302.50 (Five Thousand three hundred two dollars and fifty cents).

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$5,02.50 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at any office of CSB Bank.

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

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

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

COALPORT OFFICE
P.O. Box 354
Coalport, PA 16627
814 672-5398

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

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

ST. MARYS OFFICE
1379 Bucktail Village
St. Marys, PA 15857
814-834-4020

2

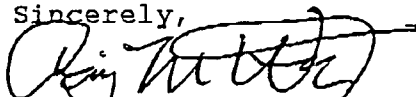
We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. You also have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately November 2, 2001. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 814-236-2550. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

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

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

Sincerely,



Craig M. Witherow
Collection Manager

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To: AER Supply Co Inc - Joan C. Hawkins

Postage	\$.34
Certified Fee	<u>2.10</u> <u>1.90</u>
Return Receipt Fee (Endorsement Required)	<u>1.50</u>
Restricted Delivery Fee (Endorsement Required)	<u>3.94</u>
Total Postage & Fees	\$ <u>3.74</u>

Name (Please Print Clearly) (to be completed by mailer)
AER Supply Co Inc - Joan C. Hawkins
Street, Apt. No., or PO Box No.
PO Box 1047
City, State, ZIP+4
Cleaverfield, PA 16830-5047

PS Form 3800, July 1999 See Reverse for Instructions

7000 0600 0023 1120 0950

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To: AER Supply Co. Inc - Bobby G. Hawkins

Postage	\$.34
Certified Fee	<u>2.10</u> <u>1.90</u>
Return Receipt Fee (Endorsement Required)	<u>1.50</u>
Restricted Delivery Fee (Endorsement Required)	<u>3.94</u>
Total Postage & Fees	\$ <u>3.74</u>

Name (Please Print Clearly) (to be completed by mailer)
AER Supply Co. Inc - Bobby G. Hawkins
Street, Apt. No., or PO Box No.
P.O. Box 1047
City, State, ZIP+4
Cleaverfield, PA 16830-5047

PS Form 3800, July 1999 See Reverse for Instructions

7000 0600 0023 1120 0950

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

Received From:

CSB BANK
PO BOX 29
CURWENSVILLE PA 16830

One piece of ordinary mail addressed to:

AER Supply Co. Inc
Bobby G Hawkins
PO Box 1047
Cleaverfield, PA 16830

PS Form 3817, Mar. 1989

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

Received From:

CSB BANK
PO BOX 29
CURWENSVILLE, PA 16830

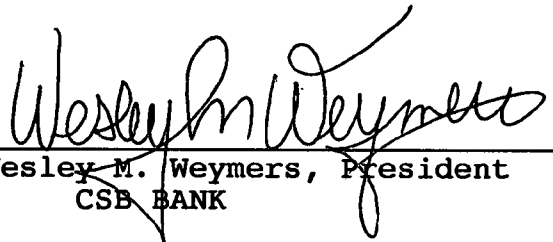
One piece of ordinary mail addressed to:

AER Supply Co. Inc
Joan C. Hawkins
PO Box 1047
Cleaverfield, PA 16830

PS Form 3817, Mar. 1989

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

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



Wesley M. Weymers, President
CSB BANK

Date: 8-15-01

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11388

CSB BANK

01-1315-CD

VS.

HAWKINS, BOBBY G. & JOAN C.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 24, 2001 AT 3:00 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOAN C. HAWKINS, DEFENDANT AT SHERIFF'S OFFICE, E MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BOBBY E. HAWKINS, HUSBAND OF DEF., A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: HAWKINS

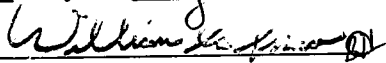
NOW AUGUST 24, 2001 AT 3:01 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BOBBY E. HAWKINS, DEFENDANT AT SHERIFF'S OFFICE, E. MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BOBBY G. HAWKINS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: HAWKINS

Return Costs

Cost	Description
25.34	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This


28th Day Of August 2001



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



So Answers,


Chester A. Hawkins
Sheriff

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

CSB BANK, :
Plaintiff : No. 01 - 1315 - CD
-vs- : IN MORTGAGE FORECLOSURE
BOBBY G. HAWKINS and JOAN C. :
HAWKINS, Defendants :

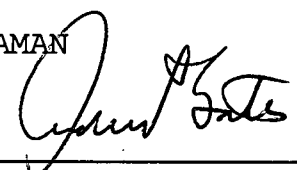
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CLEARFIELD :

ANDREW P. GATES, the Attorney for Plaintiff, being duly sworn according to law, says that the following persons or entities were served with a Notice of Sheriff's Sale on October 18, 2001, by regular mail as evidenced by the Certificates of Mailing, the originals of which are attached hereto as Exhibit "A".

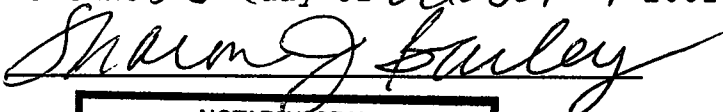
- (a) Clearfield County Tax Claim Bureau
Courthouse Annex
230 East Market Street
Clearfield, PA 16830
- (b) Hazel E. Shifter, Tax Collector for Lawrence Township
105 Fulton Street
Clearfield, PA 16830
- (c) Small Business Administration
960 Penn Avenue, 5th Floor
Pittsburgh, PA 15222

GATES & SEAMAN

By 
Andrew P. Gates, Esquire

Sworn to and subscribed before

me this 23rd day of October, 2001.



NOTARIAL SEAL
SHARON J. BAILEY, Notary Public
Bradford Twp., Clearfield County
My Commission Expires June 23, 2005

FILED

OCT 24 2001

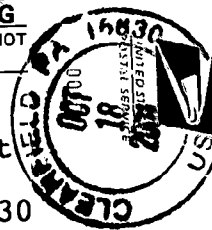
09:47am
William A. Shaw, Notary
Prothonotary

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

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

One piece of ordinary mail addressed to:

Clearfield Co. Tax Claim Bureau
230 East Market St., Cthse Anne
Clearfield, PA 16830



U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
OCT 18 01
AMOUNT
\$0.75
00027332-03

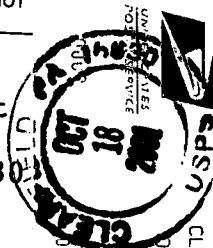
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

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

One piece of ordinary mail addressed to:

Hazel E. Shifter, Tax Collector
for Lawrence Township
105 Fulton Street

Clearfield, PA 16830



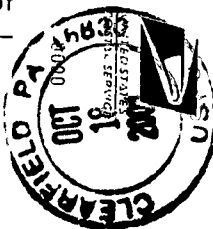
U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
OCT 18 01
AMOUNT
\$0.75
00027332-03

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

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

One piece of ordinary mail addressed to:

Small Business Administration
960 Penn Avenue, 5th Floor
Pittsburgh, PA 15222



U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
OCT 18 01
AMOUNT
\$0.75
00027332-03

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

CSB BANK, :
Plaintiff : No. 01 - 1315 - CD
-vs- : IN MORTGAGE FORECLOSURE
BOBBY G. HAWKINS and JOAN C. :
HAWKINS, Defendants :

AFFIDAVIT OF SERVICE

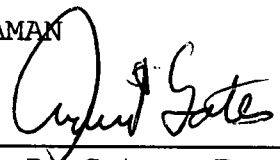
COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CLEARFIELD :

ANDREW P. GATES, the Attorney for Plaintiff, being duly sworn according to law, says that the following entities were served with a Notice of Sheriff's Sale on October 30, 2001, by regular mail as evidenced by the Certificates of Mailing, the originals of which are attached hereto as Exhibit "A".

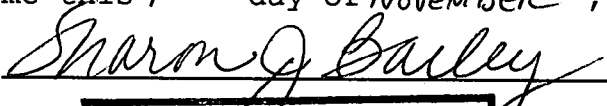
- (a) Small Business Administration
1000 Liberty Avenue
Suite 1128
Pittsburgh, PA 15222
- (b) PA Department of Revenue
Bureau of Compliance
Dept. 280946
Harrisburg, PA 17128-0946

GATES & SEAMAN

By


Andrew P. Gates, Esquire

Sworn to and subscribed before
me this 15th day of NOVEMBER, 2001.



NOTARIAL SEAL
SHARON J. BAILEY, Notary Public
Bradford Twp., Clearfield County
My Commission Expires June 23, 2005

FILED

NOV 05 2001

William A. Shaw
Prothonotary

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

Received From:

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

One piece of ordinary mail addressed to:

Small Business Administration
1000 Liberty Avenue
Suite 1128
Pittsburgh, PA 15222

\$0.75
0008525-04

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
OCT 30 01
HMDH

PS Form 3817, Mar. 1989

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

Received From:

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

One piece of ordinary mail addressed to:

PA Department of Revenue
Bureau of Compliance

Dept. 280946

Harrisburg, PA 17128-0946

\$0.75
0008525-04

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
OCT 30 01
HMDH

PS Form 3817, Mar. 1989

FILED
NOV 05 2001
William A. Shaw
Prothonotary

William A. Shaw
Prothonotary

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

CSB BANK,	:	
Plaintiff	:	No. 01 - 1315 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
BOBBY G. HAWKINS and JOAN C.	:	
HAWKINS	:	
Defendants	:	

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY:

Enter Judgment in favor of CSB BANK, Plaintiff herein, and against Defendant, Bobby G. Hawkins and Joan C. Hawkins, for their failure to file a timely Answer to the Complaint which was served upon them as indicated in the Sheriff's Affidavit of Service, in the following amounts:

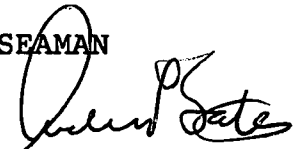
(a) Outstanding principal balance	\$70,863.02
(b) Accrued interest through August 1, 2001	\$ 3,866.15
(c) Late fees through August 1, 2001	\$ 296.76
(d) Reasonable attorney fees	<u>\$ 1,000.00</u>

TOTAL \$76,025.93**

**Plus per diem interest from August 1, 2001 of \$18.2146 per day

Furthermore, the undersigned attorney certifies that said Defendants were also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on September 14, 2001. A copy of the Notice mailed to the Defendants and U. S. Postal Service Forms 3817 for said mailing are attached hereto and made a part hereof, collectively as Exhibit "A".

GATES & SEAMAN
By:

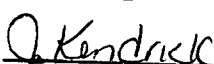


Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: September , 2001

Sworn to and subscribed before me

this 27th day of September, 2001.



Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

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

CSB BANK,
Plaintiff
-vs-
BOBBY G. HAWKINS and JOAN C.
HAWKINS, Defendants

:
:
:
:
:
:
:

No. 01 - - CD
IN MORTGAGE FORECLOSURE

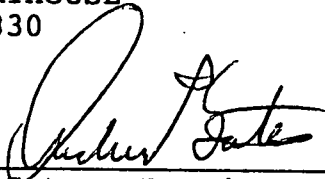
TO: BOBBY G. HAWKINS (Defendant)
Box 7, Dorothea Street
Houtzdale, PA 16651

DATE OF NOTICE: September 14, 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, PA 16830
(814) 765-2641



Andrew P. Gates, Esquire,
Attorney for Plaintiff

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

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

CSB BANK, :
Plaintiff : No. 01 - - CD
-vs- : IN MORTGAGE FORECLOSURE
BOBBY G. HAWKINS and JOAN C. :
HAWKINS, Defendants :

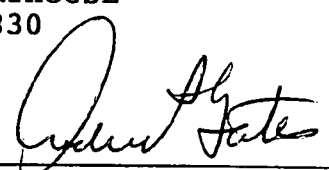
TO: JOAN C. HAWKINS (Defendant)
Box 7, Dorothea Street
Houtzdale, PA 16651

DATE OF NOTICE: September 14, 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. Meholic, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641



Andrew P. Gates, Esquire,
Attorney for Plaintiff

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

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:	GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA—16830		
One piece of ordinary mail addressed to:			
Bobby G. Hawkins Box 7, Dorothea Street Houtzdale, PA 16651			
PS Form 3817, Mar. 1989			

Affix fee here in stamps
 or meter postage

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:	GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA—16830		
One piece of ordinary mail addressed to:			
Joan C. Hawkins Box 7, Dorothea Street Houtzdale, PA 16651			
PS Form 3817, Mar. 1989			

Affix fee here in stamps
 or meter postage

COPY

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

CSB BANK, Plaintiff

No. 01-1315-CD

VS

BOBBY G. HAWKINS and JOAN C.

HAWKINS, Defendants

TO: Bobby G. Hawkins
Box 7, Dorothea Street
Houtzdale, PA 16651

Notice is given that a JUDGMENT in the above captioned
matter has been entered against you in the amount of

\$76,025.93** on September, ~~2000~~-2001.

** plus per diem interest from August 1, 2001 of \$18.2146 per day.

William A. Shaw, Prothonotary

By _____
Deputy

CC

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

CSB BANK, Plaintiff

No. 01-1315-CD

vs

BOBBY G. HAWKINS and JOAN C.

HAWKINS, Defendants

TO: Joan C. Hawkins
Box 7, Dorothea Street
Houtzdale, PA 16651

Notice is given that a JUDGMENT in the above captioned
matter has been entered against you in the amount of
\$ 76,025.93 ** on September, ~~2000~~.2001.

** plus per diem interest from August 1, 2001 of \$18.2146 per day.

William A. Shaw, Prothonotary

By _____
Deputy

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

CSB Bank
Plaintiff(s)

No.: 2001-01315-CD

Real Debt: \$76,025.93
plus per diem interest from August 1, 2001 of
\$18.2146 per day

Atty's Comm:

Vs.

Costs: \$

Int. From:

Bobby G. Hawkins
Joan C. Hawkins
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 27, 2001

Expires: September 27, 2006

Certified from the record this 27th of September, 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

FILED

SEP 27 2001

City of
William A. Shaw
Prothonotary

Notes

pg. 2000

~~by~~ not to be

Statement to City

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

CSB BANK, :
Plaintiff : No. 01 - 1315 - CD
-vs- : IN MORTGAGE FORECLOSURE
BOBBY G. HAWKINS and JOAN C. :
HAWKINS, Defendants :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due (as per judgment entered September 27, 2001, which includes interest through August 1, 2001) \$ 76,025.93

Interest of \$18.2146 per day from August 1, 2001 to date of Sheriff's Sale: (December 7, 2001) (129 days x \$18.2146) \$ 2,349.68

SUBTOTAL \$ 78,375.61

[Costs to be added] \$ 120.00

TOTAL \$ _____

Seal of the Court _____

Date Oct. 2, 2001

RECEIVED OCT 2 2001

@ 1:53 PM

Chester A. Hawkins
by Margaret H. Pitt

[Signature]
Prothonotary

ALL that certain piece or parcel of land, with improvements thereon, situate, lying and being in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Southwest corner of land of the Curwensville State Bank and being also the Northwest corner of the tract herein described, and the same being on the line of land of the Beard Oil Co.; thence by the line of land of the Curwensville State Bank North Seventy degrees Twenty-three minutes East (N 70° 23' E) for a distance of One Hundred Eighty-five and Zero hundredths (185.00') feet to an iron pin; thence by other land of A. W. Milligan and along the Western side of a 30-foot wide access road, South Six degrees Forty-five minutes East (S 6° 45' E) for a distance of One Hundred Seventy-one and Two tenths (171.2') feet to an iron pin on the line of land previously conveyed to the Beard Oil Co.; thence by the said Beard Oil Co. land South Eighty-three degrees Fifteen minutes West (S 83° 15' W) for a distance of One Hundred Eighty and Thirty-five hundredths (180.35') feet to an iron pin on the line of other land of the Beard Oil Co.; thence by said land North Six degrees Forty-five minutes West (N 6° 45' W) for a distance of One Hundred Thirty and Zero hundredths (130.00') feet to an iron pin and the place of beginning.

CONTAINING 0.624 acres, and being further identified by Clearfield County Assessment Number 123-J9-185.

Grantors specifically grant to Grantees, their heirs, executors, administrators and assigns, the uninterrupted use, liberty and privilege of and passage in and along a certain access road 30' in width and extending in a generally Southerly direction from Pennsylvania Route 879 to the premises herein conveyed, together with free ingress, egress and regress to and for the said Grantees, their heirs and assigns.

SUBJECT, NEVERTHELESS, to the rights of Beard Oil Co. to the use of said access road and SUBJECT to the joint responsibility of Beard Oil Co. and Grantees to maintain and repair said access road.

BEING the same premises as were granted and conveyed to Bobby Gene Hawkins and Joan C. Hawkins, his wife, both of Houtzdale, Clearfield County, Pennsylvania, as to an undivided one-half interest, and Virginia L. Davis, of Brisbin, Clearfield County, Pennsylvania, as to an undivided one-half interest, as tenants in common, by deed of Alvin W. Milligan, a/k/a A. W. Milligan, et ux, dated October 29, 1986, and entered for record in the Office of the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1123, Page 376. The said Virginia L. Davis having died testate on September 15, 1987, and by Paragraph 4 of her Last Will and Testament dated December 1, 1981, and duly entered for probate in Clearfield County Will Book Volume 58, Page 455, devised her undivided one-half interest in the herein described premises to her daughters, Joan C. (Davis) Hawkins and Pamela S. (Davis) Lockett, and the said daughters being appointed as Co-Executrices of the Estate of Virginia L. Davis.

The undivided one-half interest of Virginia L. Davis, was granted and conveyed unto Bobby Gene Hawkins and Joan C. Hawkins, his wife, by deed of Joan C. Hawkins and Pamela S. Lockett, Co-Executrices and Heirs of the Estate of Virginia L. Davis, dated March 20, 1995, and entered for record in the Office of the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1664, Page 453, on March 22, 1995, vesting the entire interest in the herein described premises in Bobby Gene Hawkins and Joan C. Hawkins.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11595

CSB BANK

01-1315-CD

VS.

HAWKINS, BOBBY G.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 15, 2001, AT 10:00AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, DECEMBER 7, 2001, AT 10:00 AM.

NOW, NOVEMBER 21, 2001, AT 1:41 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BOBBY G. HAWKINS, DEFENDANT, AT SHERIFF'S OFFICE, EAST MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BOBBY G. HAWKINS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 21, 2001, AT 1:46 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BOBBY G. HAWKINS, DEFENDANT, AT SHERIFF'S OFFICE, EAST MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BOBBY G. HAWKINS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, DECEMBER 3, 2001, CALLED ATTORNEY GATES OFFICE AND INFORMED HIM THAT PAPERS WERE NOT SERVED ON DEFENDANTS WITHIN THE THIRTY (30) DAYS THAT IS REQUIRED TO HAVE THE SALE.

NOW, DECEMBER 4, 2001, ATTORNEY GATES CALLED AND ASKED THAT THE SALE BE HELD FRIDAY, JANUARY 4, 2002, AT 10:00 AM O'CLOCK TO COMPLY WITH THE THIRTY (30) DAY NOTICE OF DEFENDANTS, LETTER TO

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11595

CSB BANK

01-1315-CD

VS.

HAWKINS, BOBBY G.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, DECEMBER 5, 2001, RECEIVED LETTER FROM ATTORNEY GATES THAT SALE IS TO BE HELD FRIDAY, JANUARY 4, 2002, TO COMPLY WITH THIRTY (30) DAY NOTICE OF DEFENDANTS.

NOW, JANUARY 4, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE (\$1.00) DOLLAR PLUS COSTS.

NOW, JANUARY 17, 2002, SENT BILL TO ATTORNEY FOR COSTS DUE ON SALE.

NOW, JANUARY 22, 2002, RECEIVED PLAINTIFF CHECK #229534 IN THE AMOUNT OF SEVEN THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS AND FIVE CENTS (\$7,665.05) FOR COSTS DUE ON SALE.

NOW, JANUARY 24, 2002, 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 THE PLAINTIFF PAYING REMAINING COSTS BEING PAID BY PLAINTIFF. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$266.28
SURCHARGE \$ 40.00
PAID BY PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11595

CSB BANK

01-1315-CD

VS.

HAWKINS, BOBBY G.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

FILED

JAN 24 2002

01:37/NOCC
William A. Shaw
Prothonotary *WAS*

Sworn to Before Me This

24th Day Of *January* 2002

William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by *Margaret H. Felt*
Chester A. Hawkins
Sheriff

LAURANCE B. SEAMAN
ANDREW P. GATES

LAW OFFICES
GATES & SEAMAN
TWO NORTH FRONT STREET
P. O. BOX 846
CLEARFIELD, PA. 16830
(814) 765-1766
FAX (814) 765-1488

JOHN B. GATES
(1917-1984)

December 5, 2001

HAND CARRIED

Sheriff Chester A. Hawkins
Clearfield County Courthouse
Clearfield, PA 16830

Attention: Peggy Putt

Re: CSB Bank versus Bobby G. Hawkins and Joan C. Hawkins
No. 01-1315-CD (In Mortgage Foreclosure)

Dear Peggy:

This is a follow-up to our telephone conversation of December 4, 2001 about the need to reschedule the Sheriff's Sale of Mr. and Mrs. Hawkins' real estate. As you advised, since Mr. and Mrs. Hawkins were not personally served by your office with Notice of the Sale until November 21, 2001, the sale cannot be held on December 7, 2001 as originally scheduled, since Mr. and Mrs. Hawkins did not receive at least thirty days' notice as required by Pa.R.C.P. §3129.2(c). Since such be the case, it is necessary that the sale be rescheduled so this thirty day notice period is complied with. You advised that the next regular Sheriff Sale of real estate will occur on Friday, January 4, 2002 and that the Hawkins property will be included with this sale unless the Bank has some objection.

I have reviewed the above with the Bank and the scheduling of the Sheriff Sale for January 4, 2002 at 10:00 o'clock a.m. is satisfactory.

In order that additional notices do not have to be sent out pursuant to Rule 3129.2, it will be necessary that at the December 7, 2001 sale it be publicly announced to the bidders assembled that this sale has been continued until January 4, 2002 at 10:00 o'clock a.m. As you are aware, such a public announcement is mandated by Pa.R.C.P. §3129.3(b), a copy of which I have enclosed herewith.

In the event you should have any further questions, please do not hesitate to contact me.

Very truly yours,

GATES & SEAMAN
By:

Andrew P. Gates

APG/sjb
enclosure

xc: Craig Witherow, Collection Manager, CSB Bank, by fax and mail

NOW, JANUARY 7, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting the date, time and place of sale at the Court House in Clearfield on the 4th day of JANUARY 2002, I exposed th within described real estate of BOBBY G. HAWKINS AND JOAN C. HAWKINS

to public venue or outcry at which time and place I sold the same to CSB 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		2.00
LEVY		15.00
MILEAGE		2.00
POSTING		15.00

CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE	58.50 + 2.00 + 11.70	
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		
COPIES / BILLING		15.00
BILLING - PHONE - FAX		
TOTAL SHERIFF COSTS	\$	266.28

DEED COSTS:

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

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 76,025.93
INTEREST \$18.2146 PER DAY FROM 8-1-01 TO DATE OF SALE	2,349.68

TOTAL DEBT & INTEREST	\$78,375.61
----------------------------------	--------------------

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	\$ 456.96
LATE CHARGES & FEES	
TAXES-Collector	\$ 7,361.56
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	\$ 280.00
FORCLOSURE FEES	
ACKNOWLEDGEMENT	\$ 5.00
DEED COSTS	\$ 15.50
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 266.28
LEGAL JOURNAL AD	\$ 159.75
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00

TOTAL COSTS	\$ 8,665.05
--------------------	--------------------

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

Chester A. Hawkins, Sheriff



P.O. BOX 29
CURWENSVILLE, PA 16833

PAY
TO THE ORDER
OF
Chester Hawkins, Sheriff

No. 229534

60-1676
313

DATE
JAN 17 2002

AMOUNT
\$***7,665.05


TREASURER'S CHECK


AUTHORIZED SIGNATURE

FACE OF THIS CHECK HAS A YELLOW COLORED BACKGROUND PATTERN • ORIGINAL CHECK HAS MICRO PRINTING IN THE SIGNATURE LINE

⑈ 229534 ⑈ ⑆031316763⑆ 09 0011 3⑈

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

CSB BANK, :
Plaintiff : No. 01 - 1315 - CD
-vs- : IN MORTGAGE FORECLOSURE
BOBBY G. HAWKINS and JOAN C. :
HAWKINS, Defendants :

PRAECIPE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

TO WILLIAM A. SHAW, PROTHONOTARY:

Issue writ of execution in the above matter:

Amount due (as per judgment \$ 76,025.93
entered September 27, 2001, which
includes per diem interest
through August 1, 2001

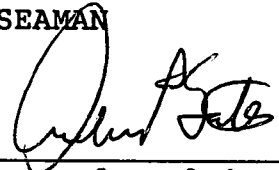
Interest at \$18.2146 per day from
August 1, 2001 to date of
Sheriff's Sale (December 7, 2001
(129 days x \$18.2146) \$ 2,349.68

SUBTOTAL \$ 78,375.61

[Costs to be added] \$ 120.00

TOTAL \$

GATES & SEAMAN

By 
Attorneys for Plaintiff,
CSB Bank

Date:

October 2, 2001

FILED

OCT 02 2001

William A. Shaw
Prothonotary

007

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

CSB BANK,
Plaintiff
-vs-
BOBBY G. HAWKINS and JOAN C.
HAWKINS, Defendants

No. 01 - 1315 - CD
IN MORTGAGE FORECLOSURE

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due (as per judgment
entered September 27, 2001, which
includes interest through
August 1, 2001) \$ 76,025.93

Interest of \$18.2146 per day
from August 1, 2001 to date of
Sheriff's Sale: (December 7, 2001)
(129 days x \$18.2146) \$ 2,349.68

SUBTOTAL \$ 78,375.61

[Costs to be added] \$ 120.00

TOTAL \$ _____

Seal of the Court

Date Oct 2, 2001


Prothonotary

ALL that certain piece or parcel of land, with improvements thereon, situate, lying and being in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Southwest corner of land of the Curwensville State Bank and being also the Northwest corner of the tract herein described, and the same being on the line of land of the Beard Oil Co.; thence by the line of land of the Curwensville State Bank North Seventy degrees Twenty-three minutes East (N 70° 23' E) for a distance of One Hundred Eighty-five and Zero hundredths (185.00') feet to an iron pin; thence by other land of A. W. Milligan and along the Western side of a 30-foot wide access road, South Six degrees Forty-five minutes East (S 6° 45' E) for a distance of One Hundred Seventy-one and Two tenths (171.2') feet to an iron pin on the line of land previously conveyed to the Beard Oil Co.; thence by the said Beard Oil Co. land South Eighty-three degrees Fifteen minutes West (S 83° 15' W) for a distance of One Hundred Eighty and Thirty-five hundredths (180.35') feet to an iron pin on the line of other land of the Beard Oil Co.; thence by said land North Six degrees Forty-five minutes West (N 6° 45' W) for a distance of One Hundred Thirty and Zero hundredths (130.00') feet to an iron pin and the place of beginning.

CONTAINING 0.624 acres, and being further identified by Clearfield County Assessment Number 123-J9-185.

Grantors specifically grant to Grantees, their heirs, executors, administrators and assigns, the uninterrupted use, liberty and privilege of and passage in and along a certain access road 30' in width and extending in a generally Southerly direction from Pennsylvania Route 879 to the premises herein conveyed, together with free ingress, egress and regress to and for the said Grantees, their heirs and assigns.

SUBJECT, NEVERTHELESS, to the rights of Beard Oil Co. to the use of said access road and SUBJECT to the joint responsibility of Beard Oil Co. and Grantees to maintain and repair said access road.

BEING the same premises as were granted and conveyed to Bobby Gene Hawkins and Joan C. Hawkins, his wife, both of Houtzdale, Clearfield County, Pennsylvania, as to an undivided one-half interest, and Virginia L. Davis, of Brisbin, Clearfield County, Pennsylvania, as to an undivided one-half interest, as tenants in common, by deed of Alvin W. Milligan, a/k/a A. W. Milligan, et ux, dated October 29, 1986, and entered for record in the Office of the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1123, Page 376. The said Virginia L. Davis having died testate on September 15, 1987, and by Paragraph 4 of her Last Will and Testament dated December 1, 1981, and duly entered for probate in Clearfield County Will Book Volume 58, Page 455, devised her undivided one-half interest in the herein described premises to her daughters, Joan C. (Davis) Hawkins and Pamela S. (Davis) Lockett, and the said daughters being appointed as Co-Executrices of the Estate of Virginia L. Davis.

The undivided one-half interest of Virginia L. Davis, was granted and conveyed unto Bobby Gene Hawkins and Joan C. Hawkins, his wife, by deed of Joan C. Hawkins and Pamela S. Lockett, Co-Executrices and Heirs of the Estate of Virginia L. Davis, dated March 20, 1995, and entered for record in the Office of the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1664, Page 453, on March 22, 1995, vesting the entire interest in the herein described premises in Bobby Gene Hawkins and Joan C. Hawkins.

FILED

OCT 02 2001

01/10/01
William A. Shaw
Prothonotary

EA

6000000000

2000