

01-2062-CD
CSB BANK -vs- THEODORE A. FOWLES, SR.

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 | |
| | : | | |
| THEODORE A. ROWLES, SR., | : | | |
| Defendant | : | | |

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. | - | - CD |
| | : | | | |
| -vs- | : | IN MORTGAGE FORECLOSURE | | |
| | : | | | |
| THEODORE A. ROWLES, SR., | : | | | |
| Defendant | : | | | |

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 Defendant, THEODORE A. ROWLES, SR., as follows:

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

2. Defendant, THEODORE A. ROWLES, SR., is an adult individual who maintains a business (Village Inn) in the Village of Hyde, Lawrence Township, Clearfield County, Pennsylvania, having a mailing address of P. O. Box 282, Hyde, PA 16843.

3. The Plaintiff brings this action to foreclose a Mortgage in the principal amount of \$16,501.44 dated December 23, 1999 between Theodore A. Rowles, Mortgagor, and CSB Bank, Mortgagee, which Mortgage covers owner occupied commercial real estate, situate in the Village of Hyde, Lawrence Township, Clearfield County, Pennsylvania and which Mortgage is recorded

in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 199920837. 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 the Village of Hyde, 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 Defendant's indebtedness to Plaintiff, CSB Bank, which was evidenced by a Promissory Note in the principal amount of \$16,501.44, also dated December 23, 1999. A photocopy of said Promissory Note is attached hereto and made a part hereof as Exhibit "C".

6. Said Promissory Note sets forth that CSB BANK may accelerate Defendant's repayment of all outstanding principal and accrued interest in the case of Defendant's breach of the covenant under the aforementioned Promissory Note of payment the monthly payments of principal and interest of \$212.50 per month by the therein designated due date, namely, the 23rd of each month.

7. The Mortgage is in serious default because the Defendant has failed to make payment of the entire monthly payments of principal and interest due for the months of July

2001 through November 2001.

8. By letter entitled Notice of Intention to Foreclose Mortgage" dated October 1, 2001 and addressed to Defendant, Theodore A. Rowles, Sr., P. O. Box 282, Hyde, PA 16843 and mailed the same date by First Class Mail, postage prepaid, and also by Certified Mail No. 7099 3400 0008 8087 6917 postage prepaid, Plaintiff informed Defendant 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 October 1, 2001, U. S. Postal Service Certificate of Mailing (Form 3817) and U. S. Postal Service Certificate for Certified Mail (Form 3800) are attached hereto and made a part hereof, collectively, as Exhibit "D".

9. The aforesaid Mortgage of December 23, 1999 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 December 23, 1999 is not the principal residence of the Defendant, nor a one or two family owner-occupied residence, Plaintiff did not have to give Defendant 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 | \$ 15,285.47 |
| (b) Accrued late fees through 12/17/01 | \$ 74.34 |
| (c) Accrued interest through 12/17/01* | \$ 416.91 |
| (d) Reasonable attorneys' fees | \$ <u>1,000.00</u> |
| (as authorized in both Promissory Note and Mortgage) | |
| TOTAL | \$ 16,776.72 |

*Plus per diem interest of \$3.9275 from December 17, 2001

WHEREFORE, the Plaintiff demands judgment in Mortgage Foreclosure against the Defendant, Theodore A. Rowles, Sr., in the sum of \$16,776.72, plus costs of suit and per diem interest of \$3.9275 per day accruing on the loan from December 17, 2001.

GATES & SEAMAN

By 

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

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

RECORDATION REQUESTED b.1.

CSB BANK
Curwensville Office
434 State Street
P.O. Box 29
Curwensville, PA 16833

WHEN RECORDED MAIL TO:

CSB BANK
Curwensville Office
434 State Street
P.O. Box 29
Curwensville, PA 16833

SEND TAX NOTICES TO:

CSB BANK
Curwensville Office
434 State Street
P.O. Box 29
Curwensville, PA 16833

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
199920837
RECORDED ON
DEC 23, 1999
10:40:05 AM
RECORDING FEES - \$13.00
COUNTY IMPROVEMENT \$1.00
ORDER
PROPERTY TAX \$1.00
SALE TAX \$0.50
TOTAL \$15.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$16,501.44.

THIS MORTGAGE dated December 23, 1999, is made and executed between THEODORE A ROWLES SR, whose address is P O BOX 282, HYDE, PA 16843 (referred to below as "Grantor") and CSB BANK, whose address is Curwensville Office, 434 State Street, P.O. Box 29, Curwensville, PA 16833 (referred to below as "Lender").

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

SEE EXHIBIT A

The Real Property or its address is commonly known as P O BOX 282, HYDE, PA 16843.

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is or will be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

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

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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

GOVERNING LAW. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.

Definitions. The following words shall have the following meanings when used in this Mortgage:

BORROWER. The word "Borrower" means THEODORE A ROWLES SR, and all other persons and entities signing the Note.

EVENT OF DEFAULT. The words "Event of Default" mean any of the Events of Default set forth in this Mortgage in the Events of Default section of this Mortgage.

GRANTOR. The word "Grantor" means THEODORE A ROWLES SR.

GUARANTY. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

INDEBTEDNESS. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. **However, the term "Indebtedness" is subject to the limitations identified in the Maximum Lien section of this Mortgage.**

LENDER. The word "Lender" means CSB BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

MORTGAGE. The word "Mortgage" means this Mortgage between Grantor and Lender.

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

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

REAL PROPERTY. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
THEODORE A ROWLES SR, Individually

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, CSB BANK, herein is as follows:
Curwensville Office, 434 State Street, P.O. Box 29, Curwensville, PA 16833

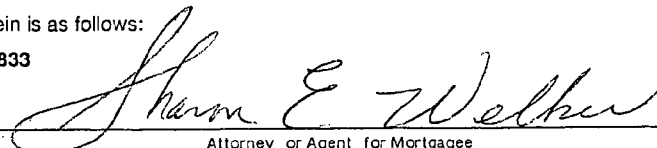

Attorney or Agent for Mortgagee

EXHIBIT "A"

ALL those certain lots or pieces of ground situate in Lawrence Township,
Clearfield County, Pennsylvania, shown on the plan of the Steel and Iron
Works Addition as follows: Block 35, Lots 5, 6, 7 and 8.

BEING the same premises conveyed to the Mortgagor herein by deed dated December
22, 1999, being recorded contemporaneously herewith.

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

)

) SS

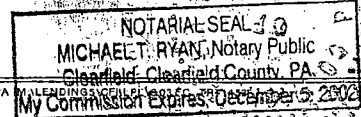
COUNTY OF CLEARFIELD

)

On this, the 23 day of December, 19 99, before me Michael T. Ryan, the undersigned Notary Public, personally appeared THEODORE A ROWLES SR. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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

Michael T. Ryan
Notary Public in and for the State of PA



ALL those certain lots or pieces of ground situate in Lawrence Township,
Clearfield County, Pennsylvania, shown on the plan of the Steel and Iron
Works Addition as follows: Block 35, Lots 5, 6, 7 and 8.

BEING the same premises conveyed to the Mortgagor herein by deed dated December
22, 1999, being recorded contemporaneously herewith.

PROMISSORY NOTE

| Principal | Loan Date | Maturity | Loan No | Call | Collateral | Account | Officer | Initials |
|-------------|------------|------------|---------|------|------------|---------|---------|----------|
| \$16,501.44 | 12-23-1999 | 12-23-2009 | 141490 | | 0007 | 106781 | *** | |

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: THEODORE A ROWLES SR
P O BOX 282
HYDE, PA 16843

Lender: CSB BANK
Curwensville Office
434 State Street
P.O. Box 29
Curwensville, PA 16833



Principal Amount: \$16,501.44

Interest Rate: 9.250%

Date of Note: December 23, 1999

PROMISE TO PAY. I ("Borrower") promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixteen Thousand Five Hundred One & 44/100 Dollars (\$16,501.44), together with interest at the rate of 9.250% per annum on the unpaid principal balance from December 23, 1999, until paid in full.

PAYMENT. I will pay this loan in 120 payments of \$212.50 each payment. My first payment is due January 23, 2000, and all subsequent payments are due on the same day of each month after that. My final payment will be due on December 23, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to any unpaid credit insurance charges, then to principal, and any remaining amount to any unpaid collection costs and late charges. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, I understand that Lender is entitled to a minimum interest charge of \$5.00. Other than my obligation to pay any minimum interest charge, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, Curwensville Office, 434 State Street, P.O. Box 29, Curwensville, PA 16833.

LATE CHARGE. If a payment is 16 days or more late I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if I, after receiving written notice from Lender demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If

PROMISSORY NOTE
(Continued)

Page 2

not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. I acknowledge this Note is secured by a Mortgage dated December 23, 1999, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X  (Seal)
THEODORE A. ROWLES SR, Individually



BANK

October 11, 2001

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Theodore A. Rowles Sr.
P.O. Box 282
Hyde, Pa. 16843-0280

RE: Account 141490

Dear Mr. Rowles ,

The mortgage held by CSB Bank (hereinafter we, us or ours) on your property located at Washington Ave., Hyde, Clearfield County, PA , IS IN SERIOUS DEFAULT because you have not made the monthly payments for June, July, August, and September of 2001. Late charges and other charges have also accrued to this date in the amount of \$53.10. 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 \$903.10 (Nine hundred three dollars and ten cents).

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$903.10 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 —

EXHIBIT "D" - 3 pages

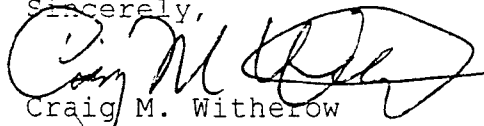
We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour 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 January 5, 2002. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 814-236-2550. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

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

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

Sincerely,


Craig M. Witherow
Collection Manager

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Theodore A. Rowles Sr
PO Box 282
Hyde, PA 16843

2. Article Number (Copy from service label)

7099 3400 0008 8087 6917

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

10-27-01

C. Signature

X

☐ Agent
☐ Addressee

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

3. Service Type

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

 4. Restricted Delivery? (Extra Fee) ☐ Yes

U.S. Postal Service
CERTIFIED MAIL RECEIPT

(Domestic Mail Only. No Insurance Coverage Provided)

Article Sent To:

THEODORE A. ROWLES SR

Postage \$.34

Certified Fee 2.10

Return Receipt Fee (Encorsement Required) 1.50

Restricted Delivery Fee (Encorsement Required)

Total Postage & Fees \$ 3.94

Name (Please Print Clearly) (to be completed by mailed)

THEODORE A. ROWLES SR

Street, Apt. No., or PO Box No.

PO Box 282

City, State, ZIP+4

HYDE, PA 16843-0280

PS Form 3800, July 1999

See Reverse for Instructions

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 16821

One piece of ordinary mail addressed to:

Theodore A. Rowles, Sr.

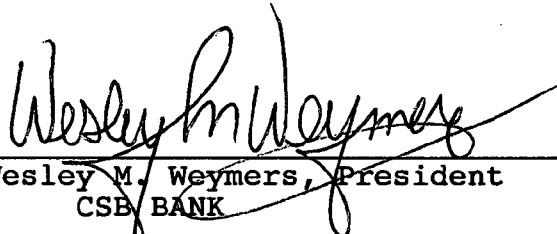
PO Box 282

Hyde, PA 16843

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: 12-28-01

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

CSB BANK, Plaintiff

-VS-

THEODORE A. ROWLES, SR.,
Defendant

COMPLAINT IN MORTGAGE
FORECLOSURE

FILED

DEC 31 2001

CLARENCE

William A. Shaw
Prothonotary

80.00

1cc Sherry

LAW OFFICES

GATES & SEAMAN

2 NORTH FRONT STREET

P.O. BOX 846

CLEARFIELD, PA. 16830

William A. Shaw
Prothonotary

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

CSB BANK,
Plaintiff
-VS-
THEODORE A. ROWLES, SR.,
Defendant

:
:
:
:
:
:
:

No. 01- 2062 -CD
IN MORTGAGE FORECLOSURE

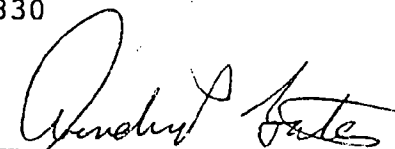
TO: Theodore A. Rowles, Sr. (Defendant)
P. O. Box 282
Hyde, Pennsylvania 16843

DATE OF NOTICE: January 23, 2002

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:

Theodore A. Rowles, Sr.

P. O. Box 282

Hyde, Pennsylvania 16843

FILED

FEB 06 2002

012.00124th State
William A. Shaw PD \$ 20.00
Prothonotary

not. to Dy.
3rd Stct. to Cth
~~4th~~

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

COPY

CSB Bank
Plaintiff(s)

No.: 2001-02062-CD

Real Debt: \$16,776.72

Atty's Comm:

Vs.

Costs: \$

Int. From:

Theodore A. Rowles Sr.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 6, 2002

Expires: February 6, 2007

Certified from the record this 6th of February, 2002

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

COPY

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

CSB BANK, Plaintiff

No. 01-2062-CD

vs

THEODORE A. ROWLES, SR., Defendant

TO: Theodore A. Rowles, Sr.
P. O. Box 282
Hyde, Pennsylvania 16843

Notice is given that a JUDGMENT in the above captioned
matter has been entered against you in the amount of
\$16,776.72 ** on February 6, 2002.
** plus per diem interest from December 17, 2001 of \$3.9275 per day.

William A. Shaw, Prothonotary

By _____
Deputy

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

| | | |
|--------------------------|---|-------------------------|
| CSB BANK, | : | |
| Plaintiff | : | No. 01 - 2062 - CD |
| | : | |
| -vs- | : | IN MORTGAGE FORECLOSURE |
| | : | |
| THEODORE A. ROWLES, SR., | : | |
| Defendant | : | |

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 entered February 6, 2002, which includes per diem interest through December 17, 2001 | \$ 16,776.72 |
|---|--------------|

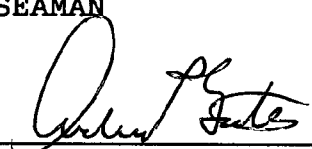
| | |
|--|-----------|
| Interest at \$3.9275 per day from December 17, 2001 to date of Sheriff's Sale (May 3, 2002) (137 days x \$3.9275) | \$ 538.07 |
|--|-----------|

| | |
|----------|--------------|
| SUBTOTAL | \$ 17,314.79 |
|----------|--------------|

| | |
|---------------------|----------|
| [Costs to be added] | \$ _____ |
|---------------------|----------|

| | |
|-------|----------|
| TOTAL | \$ _____ |
|-------|----------|

GATES & SEAMAN

By 
Attorneys for Plaintiff,
CSB Bank

Date: February 19, 2002

FILED

FEB 19 2002

William A. Shaw
Prothonotary

FILED

FEB 10 1962

O/11/1961 latly. *W. Bates*

WILLIAM A. SHAW
Prothonotary

pd \$200.00

6.21.75 - Sherry

EPJ

COPY

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

CSB BANK, :
Plaintiff : No. 01 - 2062 - CD
-vs- : IN MORTGAGE FORECLOSURE
THEODORE A. ROWLES, SR., :
Defendant :

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 \$ 16,776.72
entered February 6, 2002, which
includes interest through
December 17, 2001)

Interest of \$3.9275 per day
from December 17, 2001 to date of
Sheriff's Sale: (May 3, 2002)
(137 days x \$3.9275) \$ 538.07

SUBTOTAL \$ 17,314.79

[Costs to be added] \$ 120.00

TOTAL \$ _____

Seal of the Court _____

Date 2.19.02

ALL those certain lots or pieces of ground situate in Lawrence Township, Clearfield County, Pennsylvania, shown on the plan of the Steel and Iron Works Addition as follows: Block 35, Lots 5, 6, 7 and 8.

BEING further identified by Clearfield County Assessment No. 123-J9-268-71.

EXHIBIT "A"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11913

CSB BANK

01-2062-CD

VS.

ROWLES, THEODORE A. SR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 2, 2002 AT 1:29 PM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON THEODORE A. ROWLES, SR. , DEFENDANT
AT EMPLOYMENT, VILLAGE INN, PO BOX 282, HYDE, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO THEODORE A. ROWLES, SR. A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs

| Cost | Description |
|-------|------------------------------|
| 20.94 | SHFF. HAWKINS PAID BY; ATTY. |
| 10.00 | SURCHARGE PAID BY: ATTY. |

Sworn to Before Me This

25th Day Of March 2002
Jacqueline Kendrick
Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Nancy Harris
Chester A. Hawkins
Sheriff

FILED

MAR 25 2002

5:19:30 am
William A. Shaw
Prothonotary

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

CSB BANK, :
Plaintiff : No. 01 - 2062 - CD
-vs- : IN MORTGAGE FORECLOSURE
THEODORE A. ROWLES, Sr., :
Defendant :

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 March 26, 2002, by regular first class mail, postage prepaid, as evidenced by the Certificates of Mailing, the originals of which are attached hereto as Exhibit "A".

- (a) Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage of Pennsylvania
90 Beaver Drive
DuBois, PA 15801
- (b) Clearfield County Domestic Relations Section
230 East Market Street, Suite 300
Clearfield, PA 16830
- (c) PA SCDU
P. O. Box 69110
Harrisburg, PA 17106
- (d) Clearfield County Tax Claim Bureau
Courthouse Annex
230 East Market Street
Clearfield, PA 16830
- (e) Hazel E. Shifter
Lawrence Township Tax Collector
105 Fulton Street
Clearfield, PA 16830

FILED

MAR 28 2002

011.481/1000
William A. Shaw
Prothonotary

GATES & SEAMAN

By

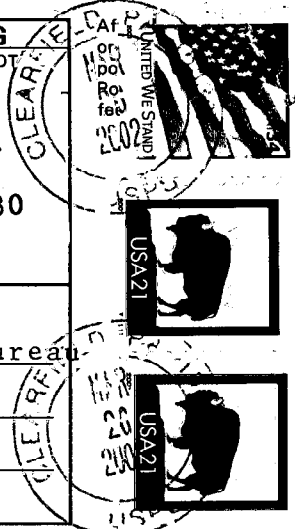
Andrew P. Gates, Esquire

Sworn to and subscribed before me
this 27th day of March, 2002.

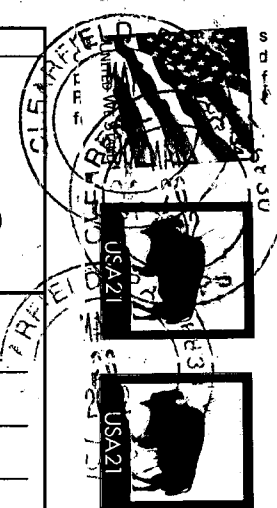
Rose M. Raymond

NOTARIAL SEAL
ROSE M. RAYMOND, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 28, 2005

| 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 County Tax Claim Bureau | | | |
| Court House Annex | | | |
| 230 East Market Street | | | |
| Clearfield, PA 16830 | | | |



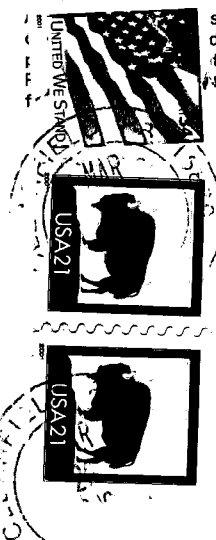
| POSTAL SERVICE | | CERTIFICATE OF MAILING | |
|---|---|------------------------|--|
| BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER | | | |
| Received From: | GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830 | | |
| One piece of ordinary mail addressed to: | | | |
| PA SC DU | | | |
| P. O. Box 69110 | | | |
| Harrisburg, PA 17106 | | | |



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: Clearfield County, Domestic Relations Section 230 East Market Street, Suite 300 Clearfield, 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: | GATES & SEAMAN | | |
| | 2 North Front Street | | |
| | P.O. Box 846 | | |
| | Clearfield, PA 16830 | | |
| One piece of ordinary mail addressed to: | | | |
| Hazel E. Shifter, | | | |
| Lawrence Township Tax Collector | | | |
| 105 Fulton Street | | | |
| Clearfield, PA 16830 | | | |

PS Form 3817, Mar. 1989



U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

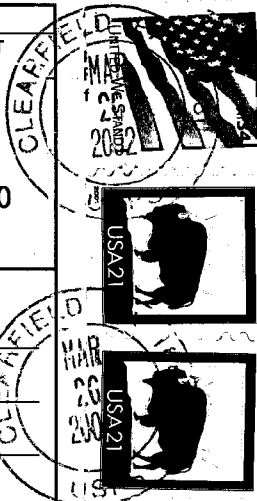
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

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

One piece of ordinary mail addressed to:

Beneficial Consumer Discount Company
~~d/b/a Beneficial Mortgage of PA~~
90 Beaver Drive, Suite 114-C
DuBois, PA 15801



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William A. Shaw
Prothonotary

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

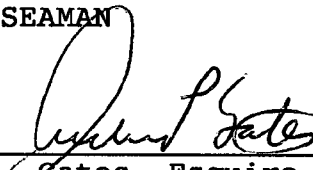
| | | |
|--------------------------|---|-------------------------|
| CSB BANK, | : | |
| Plaintiff | : | No. 01 - 2062 - CD |
| | : | |
| -vs- | : | IN MORTGAGE FORECLOSURE |
| | : | |
| THEODORE A. ROWLES, SR., | : | |
| Defendant | : | |

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Kindly mark the above captioned action as "settled,
discontinued and ended".

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for CSB Bank

Date: April 30, 2002

FILED

APR 30 2002

01/10/00cc

William A. Shaw
Prothonotary

Ed