

02-993-CD
CSB Bank vs Jake Heilbrun

02

02-993-CD
CSB BANK -vs- JAKE M. HEILBRUN

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL ACTION - LAW
No. 02 -CD
IN MORTGAGE FORECLOSURE

CSB BANK, Plaintiff

vs.

JAKE M. HELLBRUN, Defendant

COMPLAINT

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

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

CSB BANK, Plaintiff

-vs-

JAKE M. HEILBRUN, Defendant

• No. 02 - 993 -CD

• Type of Case: Civil Action

• Type of Pleading: Complaint
in Mortgage Foreclosure

• Filed on behalf of:
Plaintiff

• Counsel of Record for this
Party:
Andrew P. Gates

• Supreme Court No.: 36604

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

FILED

JUN 21 2002

019:271atty Gates

William A. Shaw pd 80.00
Prothonotary

b6

3cc atty wht

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

CSB BANK, Plaintiff :
: No. 02 - - CD
: IN MORTGAGE FORECLOSURE
-vs- :
JAKE M. HEILBRUN, 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. 02 - - CD
:
-vs- : IN MORTGAGE FORECLOSURE
:
JAKE M. HEILBRUN, Defendant :

C O M P L A I N T

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

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

2. Defendant, JAKE M. HEILBRUN, is an individual who presently resides in the Village of Rockton, Township of Union, Clearfield County, Pennsylvania, with a mailing address of P. O. Box 173, Rockton, Pennsylvania 15856.

3. The Plaintiff, CSB BANK, brings this action to foreclose a Mortgage dated February 14, 1997 between Defendant, JAKE M. HEILBRUN, Mortgagor, and CSB Bank, Mortgagee, which Mortgage covers residential real estate situate in the Village of Rockton, Union Township, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of

Deeds of Clearfield County, Pennsylvania in Deeds and Records
Book 1821, Page 568.

4. Defendant, JAKE M. HEILBRUN, holds title to the aforementioned real estate by virtue of a deed from John D. Duttry, et ux dated October 18, 1994 and recorded in the Office of Recorder of Deeds of Clearfield County in Deeds and Records Book 1638, Page 198.

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

6. On March 15, 2002, Plaintiff properly prepared a Joint Notice of Intention to Foreclose Mortgage required under Section 403 of Act #6 of 1974 (41 P.S. §403) and required under Section 403(c) of the Homeowners Emergency Assistance Act of 1983 (35 P. S. §1680.401(c) et seq. and on March 15, 2002 mailed the same to Defendant, JAKE M. HEILBRUN, by both (i) Certified Mail, return receipt requested, postage prepaid, Certified No. 7099 3400 0008 8087612217 in the Postal System of the United States of America, and (ii) First Class Mail, postage prepaid to said Defendant at the following address: Jake M. Heilbrun, P. O. Box 173, Rockton, Pennsylvania 15856. A true and correct copy of the aforesaid Notice, U. S. Postal Service form 3800 showing said item was mailed to Defendant,

JAKE M. HEILBRUN, and the returned Certified Mail marked "Unclaimed" by the U. S. Postal Service, are attached hereto and made a part hereof, collectively, as Exhibit "B". Likewise, attached hereto and made a part hereof as Exhibit "C" is the Certificate of Mailing (Postal Form 3817) for the copy of the Notice sent by First Class Mail.

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

8. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following receipt by said Defendant of Plaintiff's aforementioned Notice thereby satisfying the Notice requirements of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq).

9. The Mortgage is in serious default because the Defendant has failed to make the monthly installment payments of principal and interest on the dates they were due and at the present time said Defendant is more than nine (9) months in arrears.

10. Despite Plaintiff making the payment demands as set forth in Paragraph 6 hereof, Defendant, JAKE M. HEILBRUN, has failed to bring the payments current.

11. Said Defendant is also in default under the terms of the Mortgage of February 14, 1997, identified in Paragraph 3 hereof, since he had not paid the 2000 and 2001 real estate taxes on the mortgaged premises when they became due and the same remain delinquent.

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

(a) Outstanding principal balance	\$ 1,585.74
(b) Accrued interest through June 7, 2002	\$ 161.71
(c) Late fees through June 7, 2002	\$ 120.00
(d) Reasonable attorneys' fees	<u>\$ 1,000.00</u>
TOTAL	\$ 2,867.45**

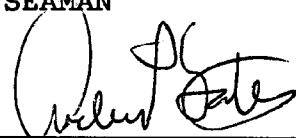
**Plus per diem interest from October 25, 1999 of \$0.3692 per day

13. Photocopies of the Mortgage and Note are attached hereto as Exhibits "D" and "E" and made a part hereof.

WHEREFORE, Plaintiff (CSB BANK) demands judgment against Defendant, JAKE M. HEILBRUN, in the sum of \$2,867.45, plus costs of suit and per diem interest of \$0.3692 per day accruing on the loan from June 7, 2002.

GATES & SEAMAN

By _____


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

ALL those two certain lots situate in the Village of Rockton, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post corner of Main Street or Turnpike with North and South Street, formerly Packerville-Snowshoe Turnpike; thence south along North and South Street or Packerville Turnpike, as aforesaid, 180 feet, more or less, to corner of Myrtle Alley; thence along Myrtle Alley 120 feet, more or less, to post corner of alley; thence North along said alley between Lots 3 and 4, 180 feet, more or less, to post corner on Main Street; thence East along Main Street 120 feet, more or less, to post corner of Main and North and South Streets, the place of beginning. Being known as Lot Nos. 4 and 5 in the town plot or plan of Daniel E. Brubaker Extension to the Town of Rockton, as surveyed by George C. Kirk, September 4, 1872 and having erected thereon a two story frame dwelling house and old store building.

EXHIBIT "A"



To: Jake M. Heilbrun
P.O. Box 173
Rockton, PA 15856-0173

ACT 91 NOTICE and NOTICE OF INTENTION TO FORECLOSE MORTGAGE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the short mortgage on your home situated at P.O. Box, 173, Rockton, Pa. is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: Jake M. Heilbrun

PROPERTY ADDRESS: P.O. Box 173, Rockton, Pa. 15856-0173

LOAN ACCOUNT NO.: 501323

ORIGINAL LENDER: CSB Bank

CURRENT LENDER/SERVICER: CSB Bank

Send to customer
Certified
Certificate of mailing

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

MORTGAGE OBLIGATION: Mortgage Note dated February 21, 1997 between CSB Bank (Lender/ Mortgagee) and Jake M. Heilbrun (Borrowers/Mortgagors) in the principal amount of \$15,210.65, secured by Mortgage between same parties dated February, 1997 and recorded in Clearfield County Deeds and Record Book Vol. 1821, Page 568-70.

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS, \$1836.43, at the rate of 8.5% per annum (\$0.3692 per day), PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

CSB Bank
P.O. Box 29
Curwensville, Pa. 16833

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

- (1) Paying all delinquent 2000 Real Estate Taxes at the Clearfield County Tax Claim Bureau, Clearfield County Courthouse Annex, East Market Street, Clearfield, Pa. 16830

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

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.
OTHER LENDER REMEDIES - The lender may also sue personally for the unpaid principal balance and all other sums due under the mortgage.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately Four (4) months from the date of this Notice**. A notice of the actual date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: CSB Bank

Address: P.O. Box 29, Curwensville, Pa. 16833 (434 State Street)

Phone Number: 814-236-2550

Fax Number: 814-236-7474

Contact Person: Craig Witherow or James Dezack

EFFECT OF A SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live on the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt,

YOU MAY ALSO HAVE THE RIGHT:

- **TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.**
- **TO HAVE THIS DEFAULT CURED BY A THIRD PARTY ACTING ON YOUR BEHALF.**
- **TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR).**
- **TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER MORTGAGE DOCUMENTS.**
- **TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**
- **TO SEEK PROTECTION UNDER FEDERAL BANKRUPTCY LAW.**

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

FOR THE COUNTY IN WHICH THE PROPERTY IS LOCATED: List attached

By: Craig Witherow

Collection Manager

Date of Notice: March 15, 2002

CENTRE COUNTY

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

Lycoming-Clinton Co Comm for Community Action (STEP)
2138 Lincoln Street
P. O. Box 1328
Williamsport, PA 17703
(570) 326-0587
FAX (570) 322-2197

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

CCCS of Northeastern PA
201 Basis Street
Williamsport, PA 17703
(570) 323-6627
FAX (570) 323-6626

CLEARFIELD COUNTY

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

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

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

Indiana Co Comm Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX (412) 465-5118

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

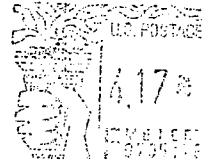
The Customer Service Bank



Member FDIC



7099 3400 0008 8087 6122



3-18

3-21

4-2

Jake M. Heilbrun
PO Box 173
Rockton, PA 15856-0173

UNCLAIMED



- INSUFFICIENT ADDRESS
- ATTEMPTED NOT KNOWN
- NO SUCH NUMBER/ STREET
- NOT DELIVERABLE AS ADDRESS
- UNABLE TO FORWARD

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:	
JAKE M HEILBRUN	
7099 3400 0008 8087 6122	Postage \$.54
	Certified Fee \$ 2.10
	Return Receipt Fee \$ 1.50 (Endorsement Required)
	Restricted Delivery Fee \$ 0.00 (Endorsement Required)
	Total Postage & Fees \$ 4.17

Name (Please Print Clearly) (to be completed by mailer)
JACK M HEILBRUN
Street, Apt. No., or PO Box No.
PO BOX 173
City, State, ZIP+4
ROCKTON PA 15856

PS Form 3800, July 1999
See Reverse for Instr

16835-1092
MAR 15 2002
Postmark Here
CHARENTON, PA
USPS

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:		
CSB BANK		
PO BOX 29		
CURWENSVILLE, PA 16833		
One piece of ordinary mail addressed to:		
JAKE M HEILBURN		
PO BOX 173		
ROCKTON PA 15856		

PS Form 3817, Mar. 1989

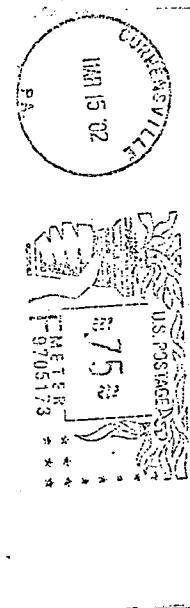


EXHIBIT "C" (1 page)

THIS MORTGAGE, dated Feb. 14th, 1997, is between you, Jake M. Heilbrun, residing at Main Street, Rockton, PA 15856, the person or persons signing as "Mortgagor" below, and us,



, the "Mortgagee."

MORTGAGED PREMISES: You mortgage, grant and convey to us the premises located at:

Main Street, Street, Union, Rockton, Clearfield, Pennsylvania, County, Township/City/Municipality/Borough, Block No. Lot No. (the "Premises").

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the 198 County Office for the Recording of Deeds, in Deed Book 1638, on Page(s) , Tax Parcel Number (or other Uniform Parcel Identifier, if any) or, if checked, on the reverse side. The Premises includes all buildings and other improvements now or later on the Premises and any rights or interests which derive from your ownership, use or possession of the Premises. Jake M. Heilbrun

LOAN: The Mortgage will secure our loan to

(whether one or more persons called the "Borrower"), in the principal amount of \$ 15,210.65, plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated February 14, 1997. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

TAXES: You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

INSURANCE: You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss-payee. This means that we will receive payment on all insurance claims, to the extent of our interest under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

SECURITY INTEREST: You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

YOUR AUTHORITY TO US: If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

SALE OF PREMISES: You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

DEFAULT: A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

WAIVERS: If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

BINDING EFFECT: Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

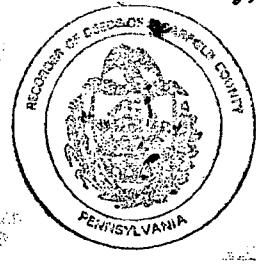
GENERAL: We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

X *Jake Heilbrun* (SEAL) (SEAL)
Mortgagor Mortgagor (SEAL) (SEAL)
Mortgagor Mortgagor

Jake M. Heilbrun
Description of Premises
Page 2

Being the same premises which John D. Duttry and Mary J. Duttry, a/k/a Mary Jo Duttry, his wife, granted and conveyed to Jake M. Heilbrun, single, by deed dated October 18, 1994 and recorded in Clearfield County Deed Book Volume 1638 at Page 198.

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

2-21-97

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:36 PM
BY CJ Starck
FEES 13.50
Karen L. Starck, Recorder

DESCRIPTION OF PREMISES
 (Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN lots situate in the Village of Rockton, Clearfield County, PA bounded and described as follows, to wit:

Beginning at a post corner of Main Street or Turnpike with North and South Street, formerly Packerville-Snowshoe Turnpike; thence south along North and South Street or Packerville Turnpike, as aforesaid, 180 feet, more or less, to corner of Myrtle Alley; thence along Myrtle Alley 120 feet, more or less, to post corner of alley; thence North along said alley between Lots 3 and 4, 180 feet, more or less, to post corner on Main Street; thence East along Main Street 120 feet, more or less, to post corner of Main and North and South Streets, the place of beginning. Being known as Lot Nos. 4 and 5 in the town plot or plan of Daniel E. Brubaker Extension to the Town of Rockton, as surveyed by George C. Kirk, September 4, 1872 and having erected thereon a two story frame dwelling house and old store building.

Continued on attached page.

COMMONWEALTH OF PENNSYLVANIA

: ss.

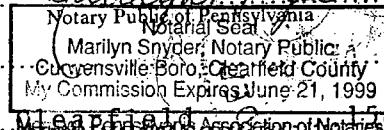
COUNTY OF Clearfield

BE IT REMEMBERED, that on this 14 day of Feb., 19 97., before me, a Notary Public of the

Commonwealth of Pennsylvania, personally appeared Jake M. Heilbrun who I am satisfied is/are the person(s) named in and who executed the within Mortgage, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as a voluntary act and deed, for the uses and purposes expressed in the Mortgage.

I certify that the within named MORTGAGEE, C.S.B. Bank

..... P.O. Box 465 DuBois, PA
Street City/Municipality



Signature
Agent on behalf of Mortgagee

COMMONWEALTH
OF
PENNSYLVANIA

MORTGAGE
FROM

Insert Name(s) of Mortgagor(s)

TO

Mortgagor

Recorder - Please return to:

Entered of Record 2-21 1997, 2:26 PM Karen L. Starck, Recorder

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf. #501323	The amount you will have paid after you have made all scheduled payments. \$ 15,210.65
8.50 %	\$ 3,508.75	\$ 15,210.65	\$ 18,719.34

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	\$11.99	Monthly, beginning March 14, 1997

e means an estimate

Security: You are giving a security interest in:

the goods or property being purchased.
 (brief description of other property) _____

Filing Fees \$ **15.50**

Prepayment: If you pay off early, you will not have to pay a penalty.

Late Charge: If payment is late, you will be charged a late charge of 5% of the past due payment or \$20.00, whichever is less. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note.

YOU PROMISE
TO PAY TO US:

or to our order, at any of our offices, the Amount Financed, plus interest as provided below, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full. You may pay in advance all or part of the balance due at any time without penalty or premium.

SECURITY AGREEMENT: As security for the prompt payment of the sums you owe and the proper performance of your promises in this Note, you and all "Co-Owners" signing below grant us:

(i) a security interest in the following personal property, and its equipment and accessories:

1. SHORT MORTGAGE ON PERSONAL RESIDENCE

2.

3.

Our security interest includes parts, called "accessions," added to the personal property at any later time.

(ii) a Mortgage upon Main StreetRockton PA 15856

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

IF NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE,
THIS NOTE IS UNSECURED.

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer cost(s) shown below, Single Credit Life and Single Credit Accident & Health Insurance is available to any two of you signing for such insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the person(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance, which costs \$ **357.05**

Jake Heilbrun
Signature of person to be insured for Single Credit Life Insurance

What is your age? **49** Years

By signing, you want Single Credit Accident & Health Insurance, which costs \$ **853.60**

Jake Heilbrun
Signature of person to be insured for Single Credit Accident & Health Insurance

What is your age? **49** Years

By signing, you both want Joint Credit Life Insurance, which costs \$ _____ What are your ages?

1. _____ Years

2. _____ Years

Signatures of both persons to be insured for Joint Credit Life Insurance

Insurer: USLife Credit Life Insurance Company, Schaumburg, IL

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.

BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.

YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

Jake Heilbrun
Borrower's Signature **Jake Heilbrun**

Borrower's Signature

PO Box 173 Rockton PA 15856

Address

Address

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Creditor can collect this debt from you without first trying to collect from the Borrower. The Creditor can use the same collection methods against you that can be used against the Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

CO-SIGNER'S SURETY AGREEMENT: You, the person (or persons) signing as "Co-Signer" below, promise to pay to us, or to our order, the Amount Financed plus interest and other charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment upon the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature

Address

Date

Itemization of Amount Financed	
Amount Financed:	\$ 15,210.65
Amount given to you directly:	\$ 14,000.00
Amount paid on your account:	\$ 0.00
Amount paid to others on your behalf:	\$ 0.00
to public officials:	\$ 0.00
to insurance company*:	\$ 1,210.65
to _____:	\$ 0.00

* we may be receiving a portion of this amount.

HOW INTEREST IS CHARGED: The Finance Charge consists only of interest imposed daily on the outstanding balance of the Amount Financed at the Annual Percentage Rate. The Finance Charge shown above was figured by assuming that all payments were received on their due dates. If any payment is late, you must pay more Finance Charge than is shown because of the additional interest imposed. If you pay early, the Finance Charge will be less. The amount of the increase or decrease in Finance Charge will be due with the past payment, which will be modified to reflect the actual amount then due.

SET-OFF: The law gives us a right of set-off in any of your property in our possession at any time, including deposit accounts. This means that, if you default, we may exercise our right of set-off and apply any of your property in our possession, including deposit accounts, to the sums you owe on this Note.

FLOOD INSURANCE: If checked , insurance is required against flood damage to improved real property or mobile home Collateral.

PROPERTY INSURANCE: If this Note is secured by Collateral which is not in our possession, insurance against physical damage to the Collateral is required for the full term of this Note.

FLOOD INSURANCE AND PROPERTY INSURANCE MAY BE OBTAINED THROUGH ANY AGENT, BROKER OR OTHER PERSON OF YOUR CHOICE. See Insurance in section 2.4 of the Security Agreement on the reverse side.

named below, credit insurance is available through us for the term of this Note at the cost(s) shown below. Single Credit Life and Single Credit Accident & Health Insurance are available to any one Borrower or Co-Signer signing for insurance below. Joint credit insurance is available through us for the term of this Note at the cost(s) shown below. Single Credit Life and Single Credit Accident & Health Insurance are available to any two of you signing for such insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the person(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Accident & Health Insurance, which costs \$ **853.60**

Jake Heilbrun
Signature of person to be insured for Single Credit Accident & Health Insurance

What is your age? **49** Years

By signing, you both want Joint Credit Life Insurance, which costs \$ _____ What are your ages?

1. _____ Years

2. _____ Years

Signatures of both persons to be insured for Joint Credit Life Insurance

ADDITIONAL TERMS

LATE CHARGE: If any payment is not made within 15 days of its due date, you will be charged a late payment charge of 5% of the past due payment, but not more than \$20.00.

DEFAULT: The following are each "Defaults":

- (i) You fail to make any payment to us on or before the day it comes due;
- (ii) You provide us with false information or signatures at any time;
- (iii) You die or are declared legally incompetent;
- (iv) You do not promptly and properly perform any of your promises or obligations in this Note, the Security Agreement, the Mortgage, or in any other note or agreement you now or later have with us;
- (v) You cannot pay any of your debts as they come due;
- (vi) The Collateral is lost, stolen, damaged or destroyed;
- (vii) The Collateral is sold, transferred, leased, given or delivered, in whole or in part, to a person who is not a party to the Security Agreement or Mortgage;
- (viii) Proceedings are begun under the Bankruptcy Code by or against you;
- (ix) Any judgment is entered of record against you; or
- (x) Any of your property is attached or subject to being forfeited.

DEFAULT AND REQUIRED PAYMENT IN FULL: If any Default occurs, we may, if we choose, "accelerate" the maturity of this Note. This means we may declare the entire remaining unpaid balance of this Note and earned interest to be immediately due and payable. However, if this Note is secured by a Mortgage on residential real property Collateral, if required by law, we will first send you a timely notice of the Default, advising you of your right to cure the Default and of our intention to take action if you do not cure within the time period provided in our notice. You agree to pay our actual charges that may be incurred on Default, including court costs, collection costs and our reasonable attorney's fees. Our right to collect attorney's fees may be limited during any cure period provided by law. We will continue to impose interest daily on all sums owed to us at the rate provided in this Note until we receive payment in full, even if we have obtained judgment against you.

RISK OF LOSS: You will remain bound by this Note even if the Collateral is lost, stolen, damaged or destroyed.

BENEFIT AND BURDEN: All the benefits of this Note shall favor us, our successors and assigns. The obligations shall bind you, and your heirs, personal representatives and assigns.

SECTION 1. LOAN AND COLLATERAL. When you sign this Note and deliver it to us, and complete the other required details, we will make a loan to you. This Security Agreement applies only to personal property described as Collateral on the front side of this Note. As used in the following Sections of this Security Agreement, "you" also includes any Co-Owner of the Collateral.

SECTION 2. YOUR OTHER AGREEMENTS.

2.1 OWN, SELL, ETC. You own the Collateral free and clear of all liens and security interests. You will not sell, transfer, lease, give, deliver or otherwise dispose of the Collateral, in whole or in part, to any person who is not a party to this Security Agreement. You will not permit any lien or security interest to be obtained on the Collateral other than ours.

2.2 MAINTAINING THE COLLATERAL. At your cost, you will maintain the Collateral in good condition and repair. You will preserve it against loss or damage. You will pay all taxes and other charges on the Collateral. You will not use the Collateral illegally or for hire.

2.3 DEPOSIT ACCOUNTS. If the Collateral consists of a deposit account or certificate of deposit, we may refuse to allow you to close the account or withdraw any sums from it. If the account or certificate of deposit matures while the Note remains unpaid, we will automatically renew the deposit for the same time period as provided in the deposit agreement, unless you and we agree that the deposit should be renewed on other terms. The renewal deposit shall be Collateral subject to this Security Agreement.

2.4 INSURANCE. While any sums are owed on this Note, you will carry insurance on any Collateral which is not in our possession against fire, theft and other casualty. The policy must contain a deductible clause and be in an amount and with an insurer that are satisfactory to us. The policy must name us as the "loss-payee." The policy must provide that any loss is to be payable to you and to us as our interests appear. It must also provide that we be given not less than 10 days' prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of any loss or damage to the Collateral, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Collateral. If it is economically feasible, in our judgment, we will apply the insurance proceeds to repair or replace the Collateral. Otherwise, we will apply the proceeds to reduce the sums you owe on this Note.

2.5 NOTING OUR SECURITY INTEREST. If a certificate of title is issued for the Collateral, you will assist us in having our security interest noted on the certificate of title.

2.6 YOUR AUTHORITY TO US. If you fail to do what is required of you by Sections 2.2, 2.4 and 2.5, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums you owe on this Note, on which we impose interest as provided in this Note. If you fail

WAIVERS: If we share the unpaid balance of the Note and earned interest to be immediately due and payable, you waive your rights to require us to do certain things. Those things are:

- (i) to demand payment of amounts due (known as "presentment");
- (ii) to give notice that amounts due have not been paid (known as "notice of dishonor"); and
- (iii) to obtain an official certification of nonpayment (known as "protest").

We waive the right to treat any property other than the Collateral as security for this Note. A waiver of any other of our rights under this Note will not be effective unless it is in a signed writing.

NO NOTICE OR LOSS OF RIGHTS: We can do any of the following without telling you or losing any rights against you or the Collateral:

- (i) accept a check or other order marked "paid in full" or with similar language as a partial payment under this Note unless addressed to us "c/o Collection Manager";
- (ii) give additional time for payment of any amount owing under this Note;
- (iii) exercise, give up or delay exercising any right against any person or property;
- (iv) add or release any person or property obligated under this Note; or
- (v) fail to protect or enforce our interest in any of the Collateral.

MULTIPLE PARTIES: If there is more than one Borrower on this Note, or one or more Co-Signers, one of your obligations shall be primary. Each of you will be liable, separately and together, for all of your promises in this Note.

NOTICES: Unless otherwise required by law, each demand or notice under this Note shall be delivered or sent by regular mail, addressed to the party at its address as provided in this Note. Either party may change its address by giving such a notice to the other party. Reasonable notice, when notice is required, shall be deemed to be 10 days.

WARRANTIES AND REPRESENTATIONS: You warrant and represent that Collateral will be used only for lawful purposes. You will not use the Collateral in any manner that could result in forfeiture proceedings being instituted.

You agree to promptly inform us of any proposed proceedings or actual proceeding which would subject the Collateral to forfeiture to any governmental body.

LAW: This Note will be governed by the laws of the Commonwealth of Pennsylvania, unless federal laws apply.

SECURITY AGREEMENT

to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Collateral in good condition and repair, we may, if we alone choose, advance any sums you promised to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Collateral may be limited to an amount not greater than what you owe on this Note. Any amount we advance on your behalf will be added to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Note and may be repayable: (i) immediately upon demand; (ii) along with your monthly payments; or (iii) at the end of the Note, as we alone may specify. Our payments on your behalf will not cure your failure to perform your promises in this Security Agreement.

2.7 INSPECTION. You will permit us to inspect the Collateral at any reasonable time.

SECTION 3. NO LOSS OF RIGHTS. The Note and this Security Agreement may be negotiated, assigned, extended or renewed by us without releasing any of you or the Collateral. We may add or release any person or property obligated under the Note and this Security Agreement without losing our rights in the Collateral.

SECTION 4. DEFAULT. A Default under the Note will be a Default under this Security Agreement. In addition to all the rights and remedies of a secured party upon default which are provided under the Uniform Commercial Code, upon our declaring the Note to be immediately due and payable:

4.1 APPLICATION OF DEPOSITS. We may apply any deposits included in the Collateral against the sums that you owe on this Note. If the Collateral consists of a time deposit or certificate of deposit, we may terminate the deposit before maturity in order to realize on the Collateral. If we terminate the deposit, the contract of deposit or applicable law may require that we impose substantial penalties for the early withdrawal.

4.2 SURRENDER OF COLLATERAL. We may require you to surrender the Collateral to us at a reasonably convenient place we designate.

4.3 PEACEFUL REPOSSESSION. We may take possession of the Collateral, with or without legal process, in accordance with law. You authorize us to peacefully enter upon any premises where the Collateral may be located for the purpose of taking possession and removing it.

4.4 EXPENSES OF REPOSSESSION AND STORAGE. We may charge you our reasonable expenses in repossessing, transporting, repairing, storing and selling the Collateral so long as they are allowed by law.

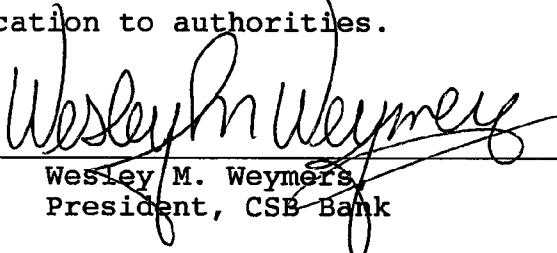
4.5 SALE OF COLLATERAL. We may sell, assign or deliver the Collateral at one or more public or private sales. We will give you reasonable notice of sale as required by law. We may purchase the Collateral at that sale, free of any equitable or legal right or claim you may have in the Collateral. We will apply the proceeds of sale first to our expenses and then to the sums you owe on this Note. We will pay any surplus to you. If a sum is still owed to us, you and the Co-Signer must pay it to us.

NOTICE OF PROPOSED CREDIT INSURANCE

The Signer(s) of this Note hereby take(s) notice that Group Credit Life Insurance coverage and/or Group Credit Accident and Health Insurance coverage will be applicable to this Note if so marked on the front of this Note, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person(s) signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of the insurance will commence as of the date the indebtedness is incurred or on the date from which the interest or Finance Charges accrue, if later, and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

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

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



Wesley M. Weymers
President, CSB Bank

Date: 6/12/02

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

CSB BANK, Plaintiff
vs. JAKE M. HEILBRUN, Defendant

Plaintiff
Type of Case: Civil Action
Type of Pleading: Praeclipe
For Default Judgment
Filed on behalf of: Plaintiff
Counsel of Record for this
Party:
Andrew P. Gates
Supreme Court No.: 36604
GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

AUG 01 2002

William A. Shaw
Prothonotary

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

CSB BANK, Plaintiff : No. 02 - 993 - CD
-vs- : IN MORTGAGE FORECLOSURE
JAKE M. HEILBRUN, :
Defendant :
:

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY:

Enter Judgment in favor of CSB BANK, Plaintiff herein, and against Defendant, JAKE M. HEILBRUN, for his failure to file a timely Answer to the Complaint which was served upon him as indicated in the Sheriff's Affidavit of Service, in the following amounts:

(a) Outstanding principal balance	\$ 1,585.74
(b) Accrued interest through July 31, 2002	\$ 181.65
(c) Late fees through June 7, 2002	\$ 120.00
(d) Reasonable Attorney fees	\$ 1,000.00
TOTAL	\$ 2,887.39

**Plus per diem interest from July 31, 2002 of \$0.3692.

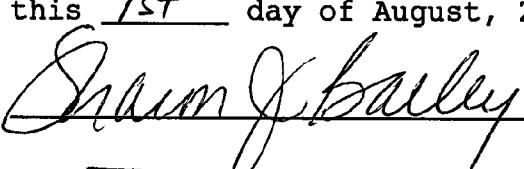
Furthermore, the undersigned attorney certifies that said Defendant was also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on July 17, 2002. A copy of the Notice mailed to the Defendant and U. S. Postal Service Form 3817 for said mailing are attached hereto and made a part hereof, collectively as Exhibit "A".

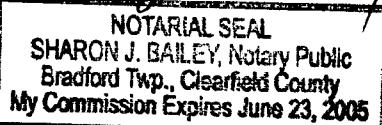
GATES & SEAMAN
By:


Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: August 1, 2002

Sworn to and subscribed before me
this 1st day of August, 2002.





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

CSB BANK, Plaintiff :
-vs- : No. 02 - 00993 - CD
JAKE M. HEILBRUN, Defendant : IN MORTGAGE FORECLOSURE

TO: Jake M. Heilbrun
P. O. Box 173
Rockton, Pennsylvania 15856

DATE OF NOTICE: July 17, 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. 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

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:		
Jake M. Heilbrun P. O. Box 173 Rockton, Pennsylvania 15856		
  		

PS Form 3817, January 2001

FILED

Aug 10 2000

01302871 Notice to Def.

AUG 01 2002

Statement to Attorney

William A. Shaw
Prothonotary

625

COPY

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

CSB BANK, Plaintiff : No. 02 - 993 - CD
-vs- : IN MORTGAGE FORECLOSURE
JAKE M. HEILBRUN, :
Defendant :
:

TO: Jake M. Heilbrun
P. O. Box 173
Rockton, PA 15856

Notice is given that a JUDGMENT in the above captioned
matter has been entered against you in the amount of
\$ 2,887.39 on August 1, 2002.

William A. Shaw, Prothonotary

By _____
Deputy

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

COPY

CSB Bank
Plaintiff(s)

No.: 2002-00993-CD

Real Debt: \$2,887.39

Atty's Comm:

Vs.

Costs: \$

Int. From:

Jake M. Heilbrun
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 1, 2002

Expires: August 1, 2007

Certified from the record this 1st day of August, 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12674

CSB BANK

02-993-CD

VS.

HEILBRUN, JAKE M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

Sworn to Before Me This

12th Day Of August 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
My Martyr Harr

Chester A. Hawkins

Sheriff

FILED

*EY
KSK*

AUG 12 2002

010:10

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12674

CSB BANK

02-993-CD

VS.

HEILBRUN, JAKE M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 26, 2002 AT 1:41 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAKE M. HEILBRUN, DEFENDANT AT RESIDENCE, PO BOX 173, MAIN ST., ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIDGET HEILBRUN, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW JUNE 26, 2002 AT 1:40 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT AT RESIDENCE, PO BOX 173, MAIN ST., ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBRA CLARK, TENANT ON 2ND FLOOR A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW JUNE 26, 2002 AT 1:41 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT AT RESIDENCE, PO BOX 173, MAIN ST., ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIDGET HEILBRUN, TENANT/DAUGHTER OF JAKE M. HEILBRUN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
38.79	SHFF. HAWKINS PAID BY: ATTY.
30.00	SURCHARGE PAID BY: ATTY.

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

CSB Bank
Plaintiff(s)

No.: 2002-00993-CD

Real Debt: \$2,887.39

Atty's Comm:

Vs.

Costs: \$

Int. From:

Jake M. Heilbrun
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 1, 2002

Expires: August 1, 2007

Certified from the record this 1st day of August, 2002.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on October 24, 2002, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.


Plaintiff/Attorney 

FILED

NOV 01 2002
0/3:20 (m)
William A. Shaw
Prothonotary 

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-00993-CD

CSB Bank

Debt: \$2887.39

Vs.

Atty's Comm.:

Jake M. Heilbrun

Interest From:

Cost: \$ 7.00

NOW, Friday, November 01, 2002 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 1st day of November, A.D. 2002.

Prothonotary