

03-65-CD

OMEGA BANK, N

A. VS. WILLIAM M. EDGREN

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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

Case No. *03-65-CD* 2002-

MORTGAGE FORECLOSURE

**NOTICE**

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 other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU 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.**

COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
One North 2<sup>nd</sup> Street  
CLEARFIELD, PA 16830  
TELEPHONE NO. 814-765-2641

**FILED**

JAN 16 2003

William A. Shaw  
Prothonotary

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By:

*Elizabeth A. Dupuis*  
Elizabeth A. Dupuis, Esquire

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

OMEGA BANK, N.A.,	)	
Plaintiff	)	
	)	Case No. 2002-
vs.	)	
	)	MORTGAGE FORECLOSURE
	)	
WILLIAM M. EDGREN,	)	
Defendant	)	

**COMPLAINT**

AND NOW COMES the Plaintiff, Omega Bank, N.A., by and through its attorneys, Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., and hereby brings this action in Mortgage Foreclosure, and states in support of its cause of action as follows:

1. The Plaintiff is Omega Bank, N.A., (hereinafter referred to as "Omega"), a Pennsylvania Corporation, with offices and a principal place of business at P.O. Box 298, State College, Centre County, Pennsylvania.

2. Defendant William M. Edgren (hereinafter referred to as "Edgren"), who is the real owner of the premises hereinafter described, resides at Box 93, Hickory Street, Lanse, Clearfield County, Pennsylvania.

**COUNT I.**

3. On September 8, 1999, Defendant Edgren executed a Note through which he promised to pay Plaintiff Omega the sum of \$55,000.00, plus interest at an initial rate of 7.50% to adjust per the instrument beginning on November 1, 2006. Also pursuant to said Note of September 8, 1999, Defendant promised to make monthly payments in the initial amount of \$443.08 (plus

escrows for taxes and insurance) beginning on November 1, 1999, and each month thereafter until October 1, 2016. A true and correct copy of the above described Note is attached hereto as Exhibit "1" and made a part hereof by reference.

4. Also on September 8, 1999 Defendant Edgren made, executed and delivered a Mortgage in the amount of \$55,000.00 which is recorded in the Recorder's Office of Clearfield County to Instrument Number 199915189, on September 13, 1999. A true and correct copy of said Mortgage is attached hereto as Exhibit "2", and made a part hereof by reference.

5. By letter dated September 3, 2002, and forwarded to Defendant Edgren, by certified mail, return receipt requested, Defendant was notified that he was in default of said Note and Mortgage, that the amounts due and owing would be accelerated by Plaintiff Omega, and that an action in mortgage foreclosure would be brought against the Defendant. Nevertheless, Defendant Edgren has failed to cure his defaults on said Note and Mortgage. A copy of the Notice of Default that was forwarded to the Defendant is marked as Exhibit "3" is attached hereto and made a part hereof by reference.

6. The premises subject to said Mortgage are as follows:

Clearfield County Instrument Number 199915189 situated in the Township of Cooper, County of Clearfield, Commonwealth of Pennsylvania, as more fully described as follows:

ALL those two (2) certain tracts or parcels of land situate, lying and being in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at an iron pipe at the Southwest corner of the parcel herein described and further being the Southeast corner of the parcel now or formerly owned by H. & N. Samuelson; thence, North 29° 00' 25" West, 708.69 feet to an iron pipe; thence, North 59° 34' 00" East, 418.09 feet to an iron pipe; thence, along a private 20-foot right-of-way access road South 28° 57' 30" West, 708.0 feet to an iron pipe; thence, South 59° 27' 50" West, 417.50 feet to an iron pipe and place of beginning. Containing 6.79 acres, more or less.

THE SECOND THEREOF: BEGINNING at a point being the northern most point of the property herein conveyed and also being the western most point of the property now or formerly of R. & M. Larson; thence, South 29° 09' 00" East, 99.93 feet to a point; thence, along property of R. & M. Larson North 59° 57' 17" East, 139.73 feet to a point; thence, along a private 20-foot right-of-way access road South 28° 15' East, 82.35 feet to an iron pipe; thence, South 61° 45' 00" West, 276.11 feet to an iron pipe; thence, South 29° 52' 05" East, 30.0 feet to an iron pipe; thence, along lands of Albert Marcinko North 29° 52' 05" West, 175.38 feet to a point; thence, North 60° 40' 30" East, 139.84 feet to a point and place of beginning. Containing 0.82 acres, more or less.

EXCEPTING AND RESERVING therefrom a parcel previously conveyed by Deed found in Deeds and Records Book Volume 1388, Page 467.

FURTHER EXCEPTING AND RESERVING therefrom a parcel previously conveyed by Deed found in Deeds & Records Book Volume 1531, Page 579.

Being further identified as Clearfield County Tax Map No. 110-S09-708-00119 as shown on the assessment map in the records for Clearfield County, Pennsylvania.

7. The foregoing Note and Mortgage are in default because:
  - a. Defendant Edgren defaulted by failing to pay monthly installments due on said Note and Mortgage for the months of July, August, September, October, November and December, 2002, and January, 2003, in the amounts of \$546.74, said monthly installments having been due on the 1<sup>st</sup> day of each month;

- b. Defendant Edgren has failed to pay said installments for a period in excess of thirty (30) days from the date the same were due and payable;
- c. By the terms of said Mortgage and accompanying Note, upon default on payment of any installment of principal or interest, or any part thereof, for thirty (30) days after the same falls due, the whole of the said debt, together with interest shall, at the option of the Mortgagee, Plaintiff Omega, become due and payable.

8. As of January 13, 2003, the following amounts are currently due on said Mortgage given to Plaintiff Omega by Defendant Edgren:

a.	Principal	\$51,128.84
b.	Interest at the rate of 7.50% per annum (from July 1, 2002, last payment)	2,098.41
c.	Penalties	155.05
d.	Reasonable Attorney's fees (To Date)	2,669.12
e.	<b>Total amount due</b>	<b>\$56,051.42</b>

WHEREFORE, Plaintiff Omega Bank, N.A. demands judgment against Defendant Edgren, in the amount of \$56,051.42 including interest, penalties, and attorney fees plus court costs and other charges collectible under the Mortgage, and for the foreclosure and sale of the mortgaged property.

**COUNT II.**

9. On October 8, 1999, Defendant Edgren executed a Home Equity Line of Credit through which he promised to pay Plaintiff Omega the sum up to \$10,000.00, plus interest at an adjustable rate which is presently 8.00%. Pursuant to the terms of said Note, the present payments based upon withdrawals from the account taken by Defendant is \$222.84, which payments have been due and owing since the first withdrawal from the account taken by the Defendant. A true and correct copy of the above described Note is attached hereto as Exhibit "4" and made a part hereof by reference.

10. Also on October 8, 1999, Defendant Edgren made, executed and delivered a Mortgage in the amount of \$10,000.00 which is recorded in the Recorder's Office of Clearfield County to Instrument Number 199917899, on October 28, 1999. A true and correct copy of said Mortgage is attached hereto as Exhibit "5", and made a part hereof by reference.

11. By letter dated November 13, 2002, and forwarded to Defendant Edgren, by certified mail, return receipt requested, Defendant was notified that he was in default of said Note and Mortgage, that the amounts due and owing would be accelerated by Plaintiff Omega, and that an action in mortgage foreclosure would be brought against the Defendant. Nevertheless, Defendant Edgren has failed to cure his defaults on said Note and Mortgage. A copy of the Notice of Default

that was forwarded to the Defendant is marked as Exhibit "6" is attached hereto and made a part hereof by reference.

12. The premises subject to said Mortgage are as follows:

Clearfield County Instrument Number 199915189 situated in the Township of Cooper, County of Clearfield, Commonwealth of Pennsylvania, as more fully described as follows:

ALL those two (2) certain tracts or parcels of land situate, lying and being in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at an iron pipe at the Southwest corner of the parcel herein described and further being the Southeast corner of the parcel now or formerly owned by H. & N. Samuelson; thence, North 29° 00' 25" West, 708.69 feet to an iron pipe; thence, North 59° 34' 00" East, 418.09 feet to an iron pipe; thence, along a private 20-foot right-of-way access road South 28° 57' 30" West, 708.0 feet to an iron pipe; thence, South 59° 27' 50" West, 417.50 feet to an iron pipe and place of beginning. Containing 6.79 acres, more or less.

THE SECOND THEREOF: BEGINNING at a point being the northern most point of the property herein conveyed and also being the western most point of the property now or formerly of R. & M. Larson; thence, South 29° 09' 00" East, 99.93 feet to a point; thence, along property of R. & M. Larson North 59° 57' 17" East, 139.73 feet to a point; thence, along a private 20-foot right-of-way access road South 28° 15' East, 82.35 feet to an iron pipe; thence, South 61° 45' 00" West, 276.11 feet to an iron pipe; thence, South 29° 52' 05" East, 30.0 feet to an iron pipe; thence, along lands of Albert Marcinko North 29° 52' 05" West, 175.38 feet to a point; thence, North 60° 40' 30" East, 139.84 feet to a point and place of beginning. Containing 0.82 acres, more or less.

EXCEPTING AND RESERVING therefrom a parcel previously conveyed by Deed found in Deeds and Records Book Volume 1388, Page 467.

FURTHER EXCEPTING AND RESERVING therefrom a parcel previously conveyed by Deed found in Deeds & Records Book Volume 1531, Page 579.



Being further identified as Clearfield County Tax Map No. 110-S09-708-00119 as shown on the assessment map in the records for Clearfield County, Pennsylvania.

13. The foregoing Note and Mortgage are in default because:

- f. Defendant Edgren defaulted by failing to pay monthly installments due on said Note and Mortgage for the months of September, October, November and December, 2002, and January, 2003, in the amounts of \$222.84, said monthly installments having been due on the 8<sup>th</sup> day of each month;
- g. Defendant Edgren has failed to pay said installments for a period in excess of thirty (30) days from the date the same were due and payable;
- h. By the terms of said Mortgage and accompanying Note, upon default on payment of any installment of principal or interest, or any part thereof, for thirty (30) days after the same falls due, the whole of the said debt, together with interest shall, at the option of the Mortgagee, Plaintiff Omega, become due and payable.

8. As of January 13, 2003, the following amounts are currently due on said Mortgage given to Plaintiff Omega by Defendant Edgren:

- |    |  |             |
|----|--|-------------|
| a. | Principal  | \$ 9,009.86 |
| b. | Interest at the rate of 7.50% per annum<br>(from July 1, 2002, last payment) | 211.80      |
| c. | Penalties  | 102.82      |

- |    |   |                    |
|----|---|--------------------|
| d. | Reasonable Attorney's fees<br>(To Date) | 500.00             |
| e. | <b>Total amount due</b>                 | <b>\$ 9,824.48</b> |

WHEREFORE, Plaintiff Omega Bank, N.A. demands judgment against Defendant Edgren, in the amount of \$9,824.48 including interest, penalties, and attorney fees plus court costs and other charges collectible under the Mortgage, and for the foreclosure and sale of the mortgaged property.


MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By: Elizabeth A. Dupuis  
Elizabeth A. Dupuis, Esquire  
Counsel for Plaintiff  
720 South Atherton Street  
State College, PA 16801  
(814) 234-1500

Dated: 1-14-03

**VERIFICATION**

I, TIMOTHY S. LOCKARD, verify that the statements contained in the foregoing document are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "T S Lockard", written in dark ink.

---

Timothy S. Lockard  
Assistant Vice-President  
Omega Bank, N.A.

Dated: 1-14-03

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$55,000.00	09-08-1999	10-01-2019	94050	1c2a	81085		308	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** WILLIAM M EDGREN (SSN: 160-48-3132)  
PO BOX 33  
LANSE, PA 16849

**Lender:** Omega Bank, National Association  
Snow Shoe Office  
c/o Omega Financial Corporation  
P.O. Box 619  
State College, PA 16804-0619

**Principal Amount:** \$55,000.00

**Date of Note:** September 8, 1999

**PROMISE TO PAY.** I promise to pay to Omega Bank, National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Five Thousand & 00/100 Dollars (\$55,000.00), together with interest on the unpaid principal balance from September 13, 1999, until paid in full. The interest rate will not increase above 12.500%.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, I will pay this loan in accordance with the following payment schedule:

84 consecutive monthly principal and interest payments of \$443.08 each, beginning November 1, 1999, with interest calculated on the unpaid principal balances at an interest rate of 7.500% per annum; and 156 consecutive monthly principal and interest payments in the initial amount of \$455.28 each, beginning November 1, 2008, with interest calculated on the unpaid principal balance at an interest rate of 2.750 percentage points over the Index described below. My final payment will be due on October 1, 2019 and, will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent index figure available as of 45 days before each Change Date is called the Index (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to me. Lender will tell me the current Index rate upon my request. I understand that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 12 months after an initial period of 84 consecutive monthly principal and interest payments at the initial interest rate. Following this initial period, interest rate changes and corresponding principal and interest payment adjustments, necessary to amortize the loan within the final payment date shown in the "Payment" section above, may occur upon expiration of the initial period and on the monthly payment due date each 12 months thereafter. The interest rate on this loan can not increase nor decrease by more than five percentage (5.00%) points, determined in accordance with changes in the current Index rate noted below, on the first change date following the initial period. The maximum increase or decrease in the interest rate on any subsequent 12 month change date will not exceed two percentage (2.00%) points. The initial interest rate shown in the "Payment" section above for the initial period represents a discounted interest rate under the Index plus the margin formula that will be used to make subsequent interest rate adjustments, described as follows: The Index currently is 5.200% per annum. The interest rate on this Note will be based on the Index value plus a margin, rounded to the nearest .125 percent. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following maximum rate. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the lesser of 12.500% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 2.000 percentage points. Unless waived by Lender, any increase in the interest rate will increase the amounts of my payments.

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

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment.

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

**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. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. **This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania.** If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Centre County, the Commonwealth of Pennsylvania. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**COLLATERAL.** This Note is secured by a Mortgage dated September 8, 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.

**ARBITRATION.** Lender and I agree that all disputes, claims and controversies between us, whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any property securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the property securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

EXHIBIT

1

09-08-1999  
Loan No 94050

PROMISSORY NOTE  
(Continued)

Page 2

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. 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.

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

**THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

**BORROWER:**

X William M Edgren (SEAL)  
WILLIAM M EDGREN

VERMIDIO FIELD, INSTALLMENT.

LABER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 5.27 (c) 1999 CFI ProServices, Inc. All rights reserved. [PA-D20 1074.LN R5.OVL]

**RECORDATION REQUESTED BY:**

Omega Bank, National Association  
c/o Omega Financial Corporation  
P.O. Box 619  
State College, PA 16804-0619

**WHEN RECORDED MAIL TO:**

Omega Bank, National Association  
c/o Omega Financial Corporation  
P.O. Box 619  
State College, PA 16804-0619

**SEND TAX NOTICES TO:**

Omega Bank, National Association  
c/o Omega Financial Corporation  
P.O. Box 619  
State College, PA 16804-0619

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
Pennsylvania  
INSTRUMENT NUMBER  
199915189  
RECORDED ON  
SEP 13, 1999  
11:36:52 AM  
RECORDING FEES - \$17.00  
RECORDED  
COURTY IMPROVEMENT \$1.00  
FUND  
RECORDED  
IMPROVEMENT FUND \$1.00  
STATE MORTGAGE TAX \$0.50  
TOTAL \$19.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

THIS MORTGAGE IS DATED SEPTEMBER 8, 1999, between WILLIAM M EDGREN, whose address is PO BOX 93, LANSE, PA 16849 (referred to below as "Grantor"); and Omega Bank, National Association, whose address is c/o Omega Financial Corporation, P.O. Box 619, State College, PA 16804-0619 (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 otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

see attached

The Real Property or its address is commonly known as BOX 93, HICKORY STREET, LANSE, PA 16849. The Real Property tax identification number is 110-S9-708-119.

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

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

**Grantor.** The word "Grantor" means WILLIAM M EDGREN. The Grantor is the mortgagor under this Mortgage.

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

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

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

**Lender.** The word "Lender" means Omega Bank, National Association, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

**Note.** The word "Note" means the promissory note or credit agreement dated September 8, 1999, in the original principal amount of \$55,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is October 1, 2019. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

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

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

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

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

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

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

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

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

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

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any

EXHIBIT

2

hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

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

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

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

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 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. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance 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 if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

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

**TAX AND INSURANCE RESERVES.** Upon request by Lender and subject to applicable law, Grantor shall pay to Lender each month on the day payments are due under the Note until the Note is paid in full, a sum ("Escrow Funds") equal to one-twelfth of (a) all annual taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property and (b) annual premiums for policies of fire insurance with all risks standard extended coverage required under this Mortgage ("Escrow Items"). Lender may estimate the amount of Escrow Funds on the basis of current data and a reasonable estimate of future Escrow Items. All Escrow Funds shall be held by Lender and applied to pay the Escrow Items when due. Lender will not charge for holding and applying the Escrow Funds, analyzing the account, or verifying the Escrow Items, unless Lender pays Grantor interest on the Escrow Funds and applicable law permits Lender to make such a charge. Grantor and Lender may agree in writing that interest shall be paid on the Escrow Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest or earnings on the Escrow Funds. The Escrow Funds are pledged as additional security for the amounts secured by this Mortgage. If the amount of the Escrow Funds held by Lender, together with the future monthly payments of Escrow Funds prior to the due dates of the Escrow Items, shall exceed the amount required to pay the Escrow Items when due, the excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor in scheduled payments of Escrow Funds. If the amount of the Escrow Funds held by Lender is not

sufficient to pay the Escrow Items when due, Grantor shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

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

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any



assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

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

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

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Arbitration.** Lender and Grantor agree that all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

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

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

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

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

**EXHIBIT "A".** An exhibit, titled "EXHIBIT "A" is attached to this Mortgage and by this reference is made a part of this Mortgage just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Mortgage.

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

**THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

**GRANTOR:**

X William M Edgren (SEAL)  
WILLIAM M EDGREN

Signed, acknowledged and delivered in the presence of:

X Wm J. Tracy  
Witness

X \_\_\_\_\_  
Witness

Signed, acknowledged and delivered in the presence of:

X \_\_\_\_\_  
Witness

X \_\_\_\_\_  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Omega Bank, National Association, herein is as follows:  
c/o Omega Financial Corporation, P.O. Box 619, State College, PA 16804-0619

[Signature]  
Attorney or Agent for Mortgagee

### INDIVIDUAL ACKNOWLEDGMENT

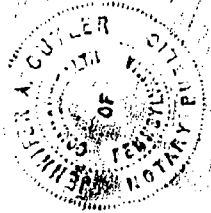
STATE OF Pennsylvania )  
COUNTY OF Clearfield ) 89

On this, the 8<sup>th</sup> day of September, 1999, before me Jennifer A. Cutler, the undersigned Notary Public, personally appeared WILLIAM M EDGREN, 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.

Notarial Seal  
Jennifer A. Cutler, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires June 17, 2003

Jennifer A. Cutler  
Notary Public in and for the State of PA



LEGAL DESCRIPTION - EXHIBIT 'A'

ALL those two (2) certain tracts or parcels of land situate, lying and being in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at an iron pipe at the Southwest corner of the parcel herein described and further being the Southeast corner of the parcel now or formerly owned by H. & N. Samuelson; thence North 29 degrees 00 minutes 25 seconds West 708.69 feet to an iron pipe; thence North 59 degrees 34 minutes 00 seconds East 418.09 feet to an iron pipe; thence along a private twenty foot right of way access road South 28 degrees 57 minutes 30 seconds West 708.0 feet to an iron pipe; thence South 59 degrees 27 minutes 50 seconds West 417.50 feet to an iron pipe and place of beginning. Containing 6.79 acres, more or less.

THE SECOND THEREOF: BEGINNING at a point being the Northern most point of the property herein conveyed and also being the western most point of the property now or formerly of R. & M. Larson; thence South 29 degrees 09 minutes 00 seconds East 99.93 feet to a point; thence along property of R. & M. Larson North 59 degrees 57 minutes 17 seconds East 139.73 feet to a point; thence along a private twenty foot right of way access road South 28 degrees 15 minutes East 82.35 feet to an iron pipe; thence South 61 degrees 45 minutes 00 seconds West 276.11 feet to an iron pipe; thence South 29 degrees 52 minutes 05 seconds East 30.0 feet to an iron pipe; thence along lands of Albert Marcinko North 29 degrees 52 minutes 05 seconds West 175.38 feet to a point; thence North 60 degrees 40 minutes 30 seconds East 139.84 feet to a point and place of beginning. Containing 0.82 acres, more or less.

EXCEPTING and RESERVING therefrom a parcel previously conveyed by Deed found in Deeds and Records Book Volume 1388, Page 467.

FURTHER EXCEPTING and RESERVING therefrom a parcel previously conveyed by Deed found in Deeds & Records Book Volume 1531, Page 579.

Being further identified as Clearfield County Tax Map No. 110-S09-708-00119 as shown on the assessment map in the records for Clearfield County, Pennsylvania.

BEING the same premises as were conveyed to William M. Edgren, an adult individual, by Deed of William M. Edgren, et al dated September 3, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 199915188.

## ACT 91 NOTICE

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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

EXHIBIT

3



# OMEGA BANK

Member FDIC

Divisions Hollidaysburg Trust • Penn Central National Bank

September 3, 2002

William M Edgren

Loan Acct No: MLN 94050

Original Lender: Omega Bank, N.A.

Current Lender/Servicer: Omega Bank, N.A.

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE**—Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**—The MORTGAGE debt held by the above lender on your property located at: PO Box 93 Hickory St Lanse, PA IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS of the following amount(s) \$ 546.74 for the following months 7/01/02, 8/01/02 & 9/01/02. Late charges \$ 88.60 and other charges (explain/itemize) \$ 0.00 have also accumulated to this date in the amount of: \$ 88.60. **TOTAL AMOUNT PAST DUE: \$ 1,182.08.**
- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: N/A.

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,182.08, 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 set to:**

OMEGA BANK, N.A.  
C/O OMEGA FINANCIAL CORPORATION  
PO BOX 619  
STATE COLLEGE PA 16804

**IF YOU DO NOT CURE THE DEFAULT**—If you do not cure the default within THIRTY (30) DAYS of the date of this Notice; the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct it's 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 also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**—If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any 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 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:**

OMEGA BANK, N.A.  
C/O OMEGA FINANCIAL CORPORATION  
PO BOX 619  
STATE COLLEGE PA 16804  
800-597-2359 FAX 814-235-6325  
ATTN: Tim Lockard

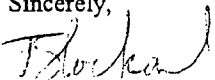
**EFFECT OF SHERIFF'S SALE**—You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CAN CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALANDER YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,



Timothy S. Lockard  
Assistant Vice President  
Collections & Asset Recovery

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES**

Bedford-Fulton Housing Services  
RD 1 Box 384  
Everett, PA 15537  
(814) 623-0129

Blair County Economic Opportunity Council  
5433 Industrial Avenue  
Altoona, PA 16601  
(814) 946-3651

Consumer Credit Counseling Service  
of Northeastern Pennsylvania  
1631 S Atherton St  
Suite 100  
State College, PA 16801  
(814) 238-3668 or 1-800-922-9537

Consumer Credit Counseling Service  
of Northeastern Pennsylvania  
31 W Market St  
Wilkes-Barre, PA 18702  
(717) 821-0837 or 1-800-922-9537

Consumer Credit Counseling Service  
of Western Pennsylvania  
217 E Plank Rd  
Altoona PA  
(814) 944-8100

Consumer Credit Counseling Service  
of Western Pennsylvania  
2000 Linglestown Road  
Harrisburg, PA 17102  
(717) 541-1757

Financial Services Unlimited  
117 W. 3rd St.  
Waynesboro, PA 17268  
(717) 762-3285

Indiana County Community Action Program  
827 Water St., Box 187  
Indiana, PA 15701  
(412) 465-2657

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(818) 535-6556

Lycoming-Clinton Counties Commission  
for Community Action (STEP)  
2138 Lincoln St  
PO Box 1328  
Williamsport, PA 17703  
(717) 326-0587

Urban League of Metropolitan Harrisburg  
25 N. Front St.  
Harrisburg, PA 17102  
(717) 541-1757

Weatherization Office  
917 Mifflin St.  
Huntingdon, PA 16652  
(814) 643-2343

YWCA of Carlisle  
301 G St.  
Carlisle, PA 17103  
(717) 243-3818



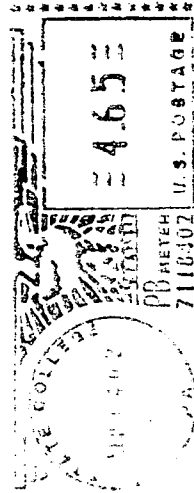
**OMEGA BANK**  
Division Hollidaysburg Trust • Penn Central II  
 P.O. Box 298 State College, PA 16801

ADDRESS SERVICE REQUESTED

**CERTIFIED MAIL**



7099 3400 0012 9197 9655



NAME \_\_\_\_\_  
 1st Notice \_\_\_\_\_  
 2nd Notice \_\_\_\_\_  
 Return \_\_\_\_\_

NAME \_\_\_\_\_  
 1st Notice 9-5  
 2nd Notice 9-10  
 Return 9-20

WILLIAM M EDGREN  
 HICKORY ST  
 PO BOX 93  
 LANSE PA

A ☐ C ☐ S ☐  
☐ INSUFFICIENT ADDRESS  
☐ ATTEMPTED NOT KNOWN  
☐ NO SUCH NUMBER/ STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
☐ UNABLE TO FORWARD

Unclaimed  
**RTS**  
 RETURN TO SENDER

# HOME EQUITY LINE OF CREDIT (HELOC) AUTO-DRAFT

**Borrower:** WILLIAM M EDGREN (SSN: 160-48-3132)  
BOX 93 HICKORY STREET  
LANSE, PA 16849

**Lender:** Omega Bank, National Association  
Snow Shoe Office  
c/o Omega Financial Corporation  
P.O. Box 619  
State College, PA 16804-0619

**CREDIT LIMIT: \$10,000.00**

**Date of Agreement: October 8, 1999**

**Introduction.** This HOME EQUITY LINE OF CREDIT (HELOC) AUTO-DRAFT ("Agreement") governs your line of credit (the "Credit Line" or the "Credit Line Account") issued through Omega Bank, National Association. In this Agreement, the words "Borrower," "you," "your," and "Applicant" mean each and every person who signs this Agreement, including all Borrowers named above. The words "we," "us," "our," and "Lender" mean Omega Bank, National Association. You agree to the following terms and conditions:

**Promise to Pay.** You promise to pay Omega Bank, National Association, or order, the total of all credit advances and FINANCE CHARGES, together with all costs and expenses for which you are responsible under this Agreement or under the "Mortgage" which secures your Credit Line. You will pay your Credit Line according to the payment terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any one of you to pay all amounts due under this Agreement, including credit advances made to any of you. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any of you from responsibility under this Agreement, and the others will remain responsible.

**Term.** The term of your Credit Line will begin as of the date of the Agreement ("Opening Date") and will continue as follows: There will be an initial draw period of one year from the date of this agreement during which you may obtain credit advances. The draw period may be extended for additional one year periods as described later in this paragraph. Upon expiration of the draw period or any subsequent extension, your account will enter a repayment period. During the repayment period you will no longer be able to obtain credit advances. The term of the repayment period shall be from five to fifteen years depending on the outstanding balance of your account at the expiration of the draw period in accordance with the Range of Balances and Regular Payment Calculation schedules shown below. NOTWITHSTANDING ANY OTHER PROVISIONS APPEARING IN THIS AGREEMENT, THERE IS NO BALLOON PAYMENT AND, OTHER THAN AS ESTABLISHED BY THE SCHEDULE, THERE IS NO PROVISION FOR A STATED MATURITY DATE. Your monthly Regular Payment will be calculated in the same manner for both the draw and repayment periods. All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable at the end of this term. The draw period of your Credit Agreement will begin on a date, after the Opening Date, when the Agreement is accepted by us in the Commonwealth of Pennsylvania, following the expiration of the right to cancel, the perfection of the Mortgage, the receipt of all required certificates of noncancellation, and the meeting of all of our other conditions and will continue as follows: The initial draw period shall end one year from the date of the agreement. The draw period will automatically extend for additional one year periods unless we notify you in writing prior to the expiration of an existing draw period that your draw period will not be extended, or you advise us similarly you do not wish it extended. During the initial and subsequent draw periods we will remain obligated to honor your credit requests and you will be subject to the Regular Payment Calculation schedule described below. You may obtain credit advances during this period ("Draw Period"). You agree that we may renew or extend the period during which you may obtain credit advances or make payments. You further agree that we may renew your Credit Line Account or extend its term.

**Minimum Payment.** Your Regular Payment will be based on an amortization of the balance after your most recent credit advance plus all accrued FINANCE CHARGES as shown below or \$50.00, plus all accrued FINANCE CHARGES, whichever is greater. Your payments will be due monthly.

**Range of Balances**

\$10,000.00 and Under

\$10,000.01 - \$25,000.00

\$25,000.01 and Above

**Regular Payment Calculation**

1/60th of the balance after your most recent advance plus all accrued FINANCE CHARGES

1/120th of the balance after your most recent advance plus all accrued FINANCE CHARGES

1/180th of the balance after your most recent advance plus all accrued FINANCE CHARGES

However, the amortization period will always be the shorter of the time shown above or the time remaining to the maturity date. At the time of each credit advance your Regular Payment will be recalculated based upon the amount of the advance and any other outstanding balance. The "Regular Payment" will be set to repay the balance after the advance, at the ANNUAL PERCENTAGE RATE then in effect, within the amortization period. Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. In any event, if your Credit Line balance falls below \$50.00, you agree to pay your balance in full. An increase in the ANNUAL PERCENTAGE RATE will increase the amount of your Regular Payment. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

**Application of Payments.** Unless otherwise agreed or required by applicable law, payments and other credits will be applied in the following order: to (a) FINANCE CHARGES; (b) any voluntary credit life and disability insurance premiums; (c) unpaid principal; (d) late charges and other charges; and (e) any amounts that exceed your Credit Limit.

**Receipt of Payments.** All payments must be made by a check, automatic account debit, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your periodic billing statement. Payments received at that address prior to 12:00 Noon Eastern Standard Time on any business day will be credited to your Credit Line as of the date received. If we receive payments at other locations, such payments will be credited promptly to your Credit Line, but crediting may be delayed for up to five (5) days after receipt.

**Credit Limit.** This Agreement covers a revolving line of credit for Ten Thousand & 00/100 Dollars (\$10,000.00), which will be your "Credit Limit" under this Agreement. During the Draw Period we will honor your request for credit advances subject to the section below on Lender's Rights. You may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Credit Limit is the maximum amount you may have outstanding at any one time. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you. Any credit advances in excess of your Credit Limit will not be secured by the Mortgage covering your principal dwelling.

**Charges to Your Credit Line.** We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement under the Mortgage or under any other document related to your Credit Line. In addition we may charge your Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the Mortgage. We may also, at our option, charge your Credit Line to pay any costs or expenses to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your dwelling. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

**Credit Advances.** After the Effective Disbursement Date of this Agreement, you may obtain credit advances under your Credit Line as follows:

- Writing a preprinted "Credit Line Check" that we will supply to you.
- Writing a check on your designated checking account with us in excess of the available collected balance in the account.
- Requesting a credit advance in person at any of our authorized locations.
- Requesting an advance by mail.
- Any other form or device acceptable to us.

If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one of you telling us not to give advances to the other.

**Limitations on the Use of Credit Line Checks.** We reserve the right not to honor Credit Line Checks in the following circumstances:

- Your Credit Limit has been or would be exceeded by paying the Credit Line Check.
- Your Credit Line Check is post-dated. If a post-dated Credit Line Check is paid and as a result any other check is returned or not paid, we are not responsible.
- Your Credit Line Checks have been reported lost or stolen.
- Your Credit Line Check is not signed by an "Authorized Signer" as defined below.
- Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Credit Line Check.
- Your Credit Line Check is less than the minimum amount required by this Agreement or you are in violation of any other transaction requirement or would be if we paid the Credit Line Check.

**EXHIBIT**

4

If we pay any Credit Line Check under these conditions, you must repay us, subject to applicable laws, for the amount of the Credit Line Check. The Credit Line Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return Credit Line Checks along with your periodic billing statements; however, your use of a Credit Line Check will be reflected on your periodic statement as a credit advance. We do not "certify" Credit Line Checks drawn on your Credit Line.

**Transaction Requirements.** The following transaction limitations will apply to accessing your Credit Line by writing a Credit Line Check, writing a check in excess of your checking account balance, requesting an advance in person, requesting an advance by mail or any other form or device acceptable to us.

**Minimum Advance Amount.** The minimum amount of any credit advance that can be made on your Credit Line is as follows: Minimum advances and/or transfers of funds under these options will be \$100.00 per occurrence. This means any Credit Line Check must be written for at least the minimum advance amount.

**Other Transaction Requirements.** We will not make automatic advances to cover overdrafts to your checking account that would occur because of automatic deduction of your required minimum monthly payment on your Credit Line or other loan accounts you may have with us.

**Authorized Signers.** The words "Authorized Signer" on Credit Line Checks as used in this Agreement mean and include each person who: (a) signs the application for this Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for the Credit Line Account.

**Stop Payments.** We do not honor stop payment orders for Credit Line Checks drawn against your Credit Line Account. You therefore should not use your Credit Line Account if you anticipate the need to stop payment. You agree that we will have no liability to you or to any other party because we do not honor stop payment orders.

**Lost Credit Line Checks.** If you lose your Credit Line Checks or someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling us at (814) 387-6816. You also can notify us at our address shown at the beginning of this Agreement.

**Future Credit Line Services.** Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

**Collateral.** This Agreement is secured by a Mortgage dated October 8, 1999, to us on property located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Property"), all the terms and conditions of which are hereby incorporated in and made a part of this Agreement.

**Insurance.** You must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to us. You may obtain property insurance through any company of your choice that is reasonably satisfactory to us. Subject to applicable law, if you fail to obtain or maintain insurance as required in the Mortgage, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things.

**Periodic Statements.** If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, credit advances, FINANCE CHARGES, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

**When FINANCE CHARGES Begin to Accrue.** Periodic FINANCE CHARGES for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "free ride period" which would allow you to avoid a FINANCE CHARGE on your Credit Line credit advances.

**Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed.** A daily FINANCE CHARGE will be imposed on all credit advances made under your Credit Line imposed from the date of each credit advance based on the "average daily balance" method. To get the average daily balance we take the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives us a daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

**Method of Determining the Amount of FINANCE CHARGE.** Any FINANCE CHARGE is determined by applying the "Periodic Rate" to the balance described above. Then we multiply by the number of days in the billing cycle. This is your FINANCE CHARGE calculated by applying a Periodic Rate.

**Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE.** We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows. We start with an Independent Index, (the "Index"), which is the Prime Rate as published in the Wall Street Journal's Money Rates Section reflecting the rate as of the last business day of the month. Where a range of rates is published, the higher applicable rate will be selected for purposes of determining the Index. We will use the most recent Index value available to us as of the date of any ANNUAL PERCENTAGE RATE adjustment. The Index is not necessarily the lowest rate charged by us on our loans. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, round that sum up to the nearest 0.250%, then divide the rounded value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Any increase in the Periodic Rate will take the form of higher payment amounts. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect monthly based on the rate in effect on the last business day of the month as will be applicable to the next full billing period cycle following. In no event will the corresponding ANNUAL PERCENTAGE RATE be less than 8.000% per annum or more than the lesser of 18.000% or the maximum rate allowed by applicable law. Today the Index is 8.250% per annum, and therefore the initial Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line are as stated below:

Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	2.000 %	10.250 %	0.02808 %

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds.

**Forgo Rate Increases.** If we forgo an ANNUAL PERCENTAGE RATE increase, at the time of a later adjustment we may return to the full rounded Index value plus margin.

**Preferred Variable Rate.** The annual percentage rate under this Credit Line Account is a preferred variable rate which is subject to the following rules and provisions:

**Description of Event That Would Cause Lender to Increase the ANNUAL PERCENTAGE RATE.** You have agreed to an "Automatic Payment" provision authorizing us to automatically deduct the minimum monthly payment that you owe us from your Checking account. Should you close your account with us or fail to maintain sufficient collected funds in the account to provide for the payment deduction on the due date shown on your periodic statement, we may, at our option, terminate this provision and increase your ANNUAL PERCENTAGE RATE as shown below.

**How the New Rate Will Be Determined.** As described above, the ANNUAL PERCENTAGE RATE under this Plan is variable based on the Index value plus a margin. Should the event described above occur, the ANNUAL PERCENTAGE RATE will be increased as follows: 0.50%, affected through a similar increase in the margin added to the index as will be applicable to the next full monthly billing period following.

**Conditions Under Which Other Charges May Be Imposed.** You agree to pay all the other fees and charges related to your Credit Line as set forth below:

**Annual Fee.** A nonrefundable Annual Fee of \$15.00 will be charged to your Credit Line at the following time: At the time of annual review (presently waived, upon notification may be reinstated at option of Lender).

**Late Charges.** Your payment will be late if it is not received by us within 15 days of the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 5.000% of the payment or \$2.50, whichever is greater.

**Lender's Rights.**

(a) **Termination and Acceleration.** We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happen:

(1) You commit fraud or make a material misrepresentation at any time in connection with this Credit Line Account. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition.

(2) You do not meet the repayment terms of this Credit Line Account.

(3) Your action or inaction adversely affects the collateral for the plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the Property, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the Property, creation of a senior lien on the Property without our permission, foreclosure by the holder of another lien or the use of funds or the dwelling for prohibited purposes.

(b) **Suspension or Reduction.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect:

(1) The value of your Property declines significantly below the Property's appraised value for purposes of this Credit Line Account. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the Property or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the Property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any comaker. No default will occur until we mail or deliver a notice of default to you, so you can restore your right to credit advances.

(4) We are precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the Credit Limit.

(6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

(c) **Change In Terms.** We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant (such as changes relating to our data processing systems). If the index is no longer available, we will choose a new index and margin. The new index will have an historical movement substantially similar to the original index, and the new index and margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the original index becomes unavailable. We may prohibit additional extensions of credit or reduce your Credit Limit during any period in which the maximum ANNUAL PERCENTAGE RATE under your Credit Line Account is reached.

(d) **Collection Costs.** If you do not pay, we may hire or pay someone else to help collect your Credit Line Account. You also will pay us that amount. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

(e) **Access Devices.** If your Credit Line is suspended or terminated, you must immediately return to us all Credit Line Checks and any other access devices. Any use of Credit Line Checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of Credit Line Checks or other Credit Line access devices not returned to us.

**Delay In Enforcement.** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

**Cancellation by You.** If you cancel your right to credit advances under this Agreement, you must notify us and return all Credit Line Checks and any other access devices to us. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.

**Prepayment.** You may prepay all or any amount owing under this Credit Line at any time without penalty, except we will be entitled to receive all accrued FINANCE CHARGES, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. If you mark a check, money order, or other instrument sent in payment with "Paid In Full" or with similar language, we may accept the payment, and you will remain obligated to pay any further amount owed to us.

**Notices.** All notices will be sent to your address as shown in this Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

**Annual Review.** You agree that you will provide us with a current financial statement, a new credit application, or both, annually, on forms provided by us. Based upon this information we will conduct an annual review of your Credit Line Account. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense. You authorize us to release information to others (such as credit bureaus, merchants, and other financial institutions) about the status and history of your Credit Line Account.

**Transfer or Assignment.** Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account to another lender, entity, or person, and to assign our rights under the Mortgage. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives.

**Tax Consequences.** You should consult a tax advisor regarding the deductibility of interest and charges under the Credit Line Account.

**Governing Law.** This Agreement and its interpretation will be governed by federal law and by the laws of the Commonwealth of Pennsylvania. If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law. The Credit Line which is the subject of this Agreement has been applied for, considered, approved, and made in the Commonwealth of Pennsylvania.

**Interpretation.** The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. You agree that this Agreement, together with the Mortgage, is the best evidence of your agreements with us. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, the Mortgage, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic billing statement is the best evidence of your obligation to pay.

**Arbitration.** You agree with us that all disputes, claims and controversies between us, whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Automatic Payment.** You authorize us to automatically deduct the minimum monthly payment that you owe us from your checking account. We will do this on the due date shown on your periodic statement, unless such date falls on a Saturday, Sunday, or Holiday, when the charge will be made on the first business day following the due date. If the balance in your checking account is not enough to cover this payment, we will notify you of this and you will be obligated to pay us at least the minimum amount shown on the due date. We will not make automatic credit advances to cover overdrafts to your checking account that would occur because of automatic deduction of your required minimum monthly payment on your Credit Line or other loan accounts you may have with us. You may make payments in addition to your minimum monthly payment in the manner indicated in the Receipt of Payments paragraph captioned above.

**Obligation for Automatic Overdraft Advances.** You authorize that checks and Automated Transaction Machine (ATM) advances may be written for

10-08-1999  
Loan No 300017555

HOME EQUITY LINE OF CREDIT (HELOC) AUTO-DRAFT  
(Continued)

Page 4

more than the balance in your designated checking account by any person or persons now authorized or later added, as an authorized signer on your checking account, including any other owner, co-owner or non-owner of the account. In that event, we will automatically transfer sufficient funds from your Credit Line to your designated checking account in a minimum amount of \$100.00, to cover such overdraft. You agree to be responsible for repayment of all amounts added to your Credit Line in this manner.

**Acknowledgment.** You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled "When Your Home Is On the Line: What You Should Know About Home Equity Lines of Credit," given with the application.

This Agreement is dated October 8, 1999.

THIS AGREEMENT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

X William M Edgren (SEAL)  
WILLIAM M EDGREN

Effective Disbursement Date: \_\_\_\_\_, 19 \_\_\_\_\_

Variable Rate. Line of Credit.

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## BILLING ERROR RIGHTS

### YOUR BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify us in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at c/o Omega Financial Corporation, P.O. Box 619, State College, PA 16804-0619 or at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

#### Your rights and our responsibilities after we receive your written notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**RECORDATION REQUESTED BY:**

Omega Bank, National Association  
c/o Omega Financial Corporation  
P.O. Box 619  
State College, PA 16804-0619

**WHEN RECORDED MAIL TO:**

Omega Bank, National Association  
c/o Omega Financial Corporation  
P.O. Box 619  
State College, PA 16804-0619

**SEND TAX NOTICES TO:**

WILLIAM M EDGREN  
BOX 93 HICKORY STREET  
LANSE, PA 16849

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
199917899  
RECORDED ON  
OCT 28, 1999  
2:01:29 PM  
RECORDING FEES - \$17.00  
RECORDED  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDED  
IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$19.50  
Omega

OPN-300017555

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## OPEN - END MORTGAGE THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE IS DATED OCTOBER 8, 1999, between WILLIAM M EDGREN, whose address is BOX 93 HICKORY STREET, LANSE, PA 16849 (referred to below as "Grantor"); and Omega Bank, National Association, whose address is c/o Omega Financial Corporation, P.O. Box 619, State College, PA 16804-0619 (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 anyway made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

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

The Real Property or its address is commonly known as BOX 93 HICKORY STREET, LANSE, PA 16849. The Real Property tax identification number is 0-21683 110-509-708-119.

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

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

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated October 8, 1999, between Lender and Grantor with a credit limit of \$10,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means WILLIAM M EDGREN. The Grantor is the mortgagor under this Mortgage.

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

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

**Indebtedness.** The word "Indebtedness" means all principal up to \$10,000.00 outstanding under the Note at any time and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor unless Grantor fails to comply with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance, plus interest. The liens and security interests created pursuant to this Mortgage covering the indebtedness which may be created in the future shall relate back to the date of this Mortgage.

**Lender.** The word "Lender" means Omega Bank, National Association, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

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

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

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

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

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

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

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

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

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

**EXHIBIT**

5

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

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

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

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

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

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

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

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

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

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

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. 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. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance 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 if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this



Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

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

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

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

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

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

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

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

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

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

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

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

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

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

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

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage, and notices pursuant to 42 Pa. C.S.A. Section 8143, et seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Arbitration.** You agree with us that all disputes, claims and controversies between us, whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be

so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

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

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

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

**EXHIBIT "A".** An exhibit, titled "EXHIBIT "A"," is attached to this Mortgage and by this reference is made a part of this Mortgage just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Mortgage.

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

**THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

**GRANTOR:**

X William M Edgren (SEAL)  
WILLIAM M EDGREN

Signed, acknowledged and delivered in the presence of:

X Eugene Haas  
Witness

X \_\_\_\_\_  
Witness

Signed, acknowledged and delivered in the presence of:

X \_\_\_\_\_  
Witness

X \_\_\_\_\_  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Omega Bank, National Association, herein is as follows: .  
c/o Omega Financial Corporation, P.O. Box 619, State College, PA 16804-0619

Dorothy Jordan  
Attorney or Agent for Mortgagee

### INDIVIDUAL ACKNOWLEDGMENT

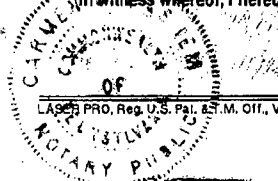
STATE OF Penna )  
COUNTY OF Centre ) ss

On this, the 15 day of October, 1999, before me Carmen D Dashen, the undersigned Notary Public, personally appeared WILLIAM M EDGREN, 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.

Notarial Seal  
Carmen D. Dashen, Notary Public  
College Twp., Centre County  
My Commission Expires Oct. 8, 2001

Carmen D Dashen  
Notary Public in and for the State of PA



## ACT 91 NOTICE

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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

EXHIBIT

6



# OMEGA BANK

Member FDIC

Divisions Hollidaysburg Trust • Penn Central National Bank

November 13, 2002

William M Edgren

Loan Acct No: OPN 30001755

Original Lender: Omega Bank, N.A.

Current Lender/Servicer: Omega Bank, N.A.

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE**—Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**—The MORTGAGE debt held by the above lender on your property located at: Box 93 Hickory St., Lanse, PA IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS of the following amount(s) \$ 222.84 for the following months 9/08/02, 10/08/02 & 11/08/02. Late charges \$ 80.79 and other charges (explain/itemize) \$ 0.00 have also accumulated to this date in the amount of: \$ 80.79. **TOTAL AMOUNT PAST DUE: \$ 745.15.**
- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: N/A.

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 745.15, 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 set to:

OMEGA BANK, N.A.  
C/O OMEGA FINANCIAL CORPORATION  
PO BOX 619  
STATE COLLEGE PA 16804

**IF YOU DO NOT CURE THE DEFAULT**—If you do not cure the default within THIRTY (30) DAYS of the date of this Notice; the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct it's 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 also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**—If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any 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 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:**

OMEGA BANK, N.A.  
C/O OMEGA FINANCIAL CORPORATION  
PO BOX 619  
STATE COLLEGE PA 16804  
800-597-2359 FAX 814-235-6325  
ATTN: Tim Lockard

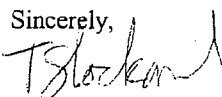
**EFFECT OF SHERIFF'S SALE**—You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CAN CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALANDER YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,



Timothy S. Lockard  
Assistant Vice President  
Collections & Asset Recovery

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES**

Bedford-Fulton Housing Services  
RD 1 Box 384  
Everett, PA 15537  
(814) 623-0129

Blair County Economic Opportunity Council  
5433 Industrial Avenue  
Altoona, PA 16601  
(814) 946-3651

Consumer Credit Counseling Service  
of Northeastern Pennsylvania  
1631 S Atherton St  
Suite 100  
State College, PA 16801  
(814) 238-3668 or 1-800-922-9537

Consumer Credit Counseling Service  
of Northeastern Pennsylvania  
31 W Market St  
Wilkes-Barre, PA 18702  
(717) 821-0837 or 1-800-922-9537

Consumer Credit Counseling Service  
of Western Pennsylvania  
217 E Plank Rd  
Altoona PA  
(814) 944-8100

Consumer Credit Counseling Service  
of Western Pennsylvania  
2000 Linglestown Road  
Harrisburg, PA 17102  
(717) 541-1757

Financial Services Unlimited  
117 W. 3rd St.  
Waynesboro, PA 17268  
(717) 762-3285

Indiana County Community Action Program  
827 Water St., Box 187  
Indiana, PA 15701  
(412) 465-2657

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(818) 535-6556

Lycoming-Clinton Counties Commission  
for Community Action (STEP)  
2138 Lincoln St  
PO Box 1328  
Williamsport, PA 17703  
(717) 326-0587

Urban League of Metropolitan Harrisburg  
25 N. Front St.  
Harrisburg, PA 17102  
(717) 541-1757

Weatherization Office  
917 Mifflin St.  
Huntingdon, PA 16652  
(814) 643-2343

YWCA of Carlisle  
301 G St.  
Carlisle, PA 17103  
(717) 243-3818



**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:

WILLIAM EDGEM  
PO Box 93  
LANCER PA 16849

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent ☒ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes ☒ No  
 If YES, enter delivery address below:

3. Service Type ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
 (Transfer from service label) 7044 3400 0012 9197 7323  
 PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

FILED

NOV 11 11:58 AM '84  
JAN 16 1983

William A. Shaw  
Proprietary

Atty Dupuis  
pd. 85.00  
1 cc shsf

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13551

OMEGA BANK

03-65-CD

VS.

EDGREN, WILLIAM M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 23, 2003 AT 10:56 AM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON WILLIAM M. EDGREN, DEFENDANT AT  
RESIDENCE, BOX 93, HICKORY ST., LANSE, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO WILLIAM M. EDGREN A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE  
KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY

Return Costs

Cost	Description
31.37	SHFF. HAWKINS PAID BY; ATTY.
10.00	SURCHARGE PAID BY; ATTY

Sworn to Before Me This

11th Day Of Feb 2003  
William A. Shaw

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

So Answers,

Chester A. Hawkins  
Sy Marilyn Harris  
Chester A. Hawkins  
Sheriff

FILED

FEB 11 2003  
01:11:30 E.M.  
William A. Shaw  
Prothonotary

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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

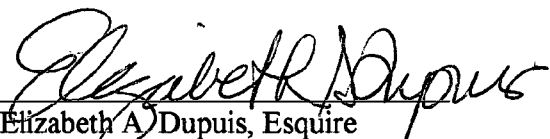
Case No. 03-65-CD

MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

I, Elizabeth A. Dupuis, Esquire, of Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., do hereby certify that on this 14<sup>th</sup> day of February, 2003, I served a true and correct copy of the within 10-Day Default Notice on the following persons by depositing the same in the United States Mail, postage prepaid, addressed as follows:

William M. Edgren  
Box 93 Hickory Street  
Lanse, PA 16849

  
Elizabeth A. Dupuis, Esquire

cc: Timothy Lockard, Omega Bank

FILED

FEB 18 2003

William A. Shaw  
Prothonotary

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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

)  
)  
) Case No. 03-65-CD  
)  
)

MORTGAGE FORECLOSURE  
)  
)

TO: WILLIAM M. EDGREN  
Date of Notice: February 14, 2003

**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.

COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
ONE NORTH 2<sup>ND</sup> STREET  
CLEARFIELD, PA 16830  
TELEPHONE NO. (814) 765-2641

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By: 

Elizabeth A. Dupuis, Esquire  
Attorney for Plaintiff  
720 South Atherton St.  
State College, PA 16801  
(814) 234-1500

FILED  
NO  
M 11:18 AM  
FEB 18 2003  
cc  
A

William A. Shaw  
Prothonotary

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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

Case No. 03-65-CD

MORTGAGE FORECLOSURE

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of the above-captioned Plaintiff, Omega Bank, N.A., and against the Defendant, William M. Edgren, in accordance with Count I and Count II of Plaintiff's Complaint in the amount of \$ 65,875.90, plus interest, penalties and attorneys fees plus court costs and other charges collectible under the Mortgage and for the foreclosure, sale and possession of the mortgaged property.

It is hereby certified that a written notice of intention to enter a default judgment was mailed to the Defendants at least 10 days prior to the filing of this Praecipe and after default occurred. A true and correct copy of the notice of intention to enter a default judgment is marked Exhibit "A", attached hereto and made a part hereof.

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By:

*Elizabeth A. Dupuis*  
Elizabeth A. Dupuis, Esquire

Dated: March 6, 2003

**FILED**

MAR 07 2003

m 14:00 / atty Dupuis pd 20.00  
William A. Shaw  
Prothonotary

not by  
Stat atty

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

OMEGA BANK, N.A.,

Plaintiff

vs.

WILLIAM M. EDGREN,

Defendant

Case No. 03-65-CD

MORTGAGE FORECLOSURE

**CERTIFICATE OF SERVICE**

I, Elizabeth A. Dupuis, Esquire, of Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., do hereby certify that on this 6th day of March, 2003, I served a true and correct copy of the within Praecept for Entry of Judgment on the following persons by depositing the same in the United States Mail, postage prepaid, addressed as follows:

William M. Edgren  
Box 93 Hickory Street  
Lanse, PA 16849

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By: \_\_\_\_\_

*Elizabeth A. Dupuis*  
Elizabeth A. Dupuis, Esquire  
720 South Atherton Street  
State College, PA 16801  
(814) 234-1500  
Attorney for Plaintiff

cc: Timothy Lockard, Omega Bank



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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

Case No. 03-65-CD

MORTGAGE FORECLOSURE

TO: WILLIAM M. EDGREN  
Date of Notice: February 14, 2003

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.

COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
ONE NORTH 2<sup>ND</sup> STREET  
CLEARFIELD, PA 16830  
TELEPHONE NO. (814) 765-2641

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By:

*Elizabeth A. Dupuis*  
Elizabeth A. Dupuis, Esquire  
Attorney for Plaintiff  
720 South Atherton St.  
State College, PA 16801  
(814) 234-1500

PLAINTIFF'S  
EXHIBIT

A

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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

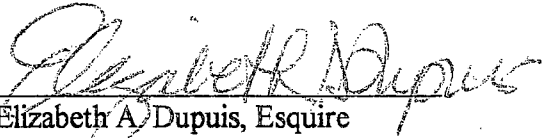
Case No. 03-65-CD

MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

I, Elizabeth A. Dupuis, Esquire, of Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., do hereby certify that on this 14<sup>th</sup> day of February, 2003, I served a true and correct copy of the within 10-Day Default Notice on the following persons by depositing the same in the United States Mail, postage prepaid, addressed as follows:

William M. Edgren  
Box 93 Hickory Street  
Lanse, PA 16849

  
Elizabeth A. Dupuis, Esquire

cc: Timothy Lockard, Omega Bank

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

Omega Bank, N.A.  
Plaintiff(s)

No.: 2003-00065-CD

Real Debt: \$65,875.90

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William M. Edgren  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 7, 2003

Expires: March 7, 2008

Certified from the record this 7th of March, 2003

\_\_\_\_\_  
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

NOTICE OF JUDGMENT

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Omega Bank, N.A.

Vs.

No. 2003-00065-CD

William M. Edgren

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$65,875.90 on the March 7, 2003.

William A. Shaw  
Prothonotary



---

William A. Shaw

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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

Case No. 03-65-CD

MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION

TO: William Shaw, Prothonotary

Kindly issue a Writ of Execution in the above matter directed to the Sheriff of Clearfield County, and index this writ against defendant, William M. Edgren, whose property is located at Box 93, Hickory Street, Lanse, Pennsylvania, Clearfield County, Pennsylvania, as follows:

Amount Due	\$68.875.90
Contractual Interest at the rate of 7.50% per annum from until paid in full	\$
Late Fees accruing to date of sale	\$
Costs of Collection	\$
TOTAL	\$ 125.00

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By:

Elizabeth A. Dupuis  
Elizabeth A. Dupuis, Esquire  
Attorney for Plaintiff

Dated: March 18, 2003

FILED

MAR 19 2003

William A. Shaw  
Prothonotary

10086 Writs to Sheriff  
w/ prop. description

**FILED**

**MAR 19 2003**

**William A. Shaw  
Prothonotary**

**2003-1**

**2003-1**

**2003-1**

COPY

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

OMEGA BANK, N.A.,	)	
Plaintiff	)	
	)	Case No. 03-65-CD
vs.	)	
	)	MORTGAGE FORECLOSURE
	)	
WILLIAM M. EDGREN,	)	
Defendant	)	

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against WILLIAM M. EDGREN,  
Defendant, you are directed to levy upon and sell the property of the Defendant as described  
in Exhibit "A" attached hereto and incorporated herein by reference.

Amount due	\$ 68,875.90
Interest from _____	_____
Costs to be Added	_____
Prothonotary costs	125.00

3/19/03

\_\_\_\_\_  
Prothonotary

Seal of the Court

**EXHIBIT "A"**

ALL those two (2) certain tracts or parcels of land situated in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF:** BEGINNING at an iron pipe at the Southwest corner of the parcel herein described and further being the Southeast corner of the parcel now or formerly owned by H. & N. Samuelson; thence, North 29° 00' 25" West, 708.69 feet to an iron pipe; thence, North 59° 34' 00" East, 418.09 feet to an iron pipe; thence, along a private 20-foot right-of-way access road South 28° 57' 30" West, 708.0 feet to an iron pipe; thence, South 59° 27' 50" West, 417.50 feet to an iron pipe and place of beginning. Containing 6.79 acres, more or less.

**THE SECOND THEREOF:** BEGINNING at a point being the northern most point of the property herein conveyed and also being the western most point of the property now or formerly of R. & M. Larson; thence, South 29° 09' 00" East, 99.93 feet to a point; thence, along property of R. & M. Larson North 59° 57' 17" East, 139.73 feet to a point; thence, along a private 20-foot right-of-way access road South 28° 15' East, 82.35 feet to an iron pipe; thence, South 61° 45' 00" West, 276.11 feet to an iron pipe; thence, South 29° 52' 05" East, 30.0 feet to an iron pipe; thence, along lands of Albert Marcinko North 29° 52' 05" West, 175.38 feet to a point; thence, North 60° 40' 30" East, 139.84 feet to a point and place of beginning. Containing 0.82 acres, more or less.

EXCEPTING AND RESERVING therefrom a parcel previously conveyed by Deed found in Deeds and Records Book Volume 1388, Page 467.

FURTHER EXCEPTING AND RESERVING therefrom a parcel previously conveyed by Deed found in Deeds & Records Book Volume 1531, Page 579.

Being further identified as Clearfield County Tax Map No. 110-S09-708-00119 as shown on the assessment map in the records for Clearfield County, Pennsylvania.



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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

Case No. 03-65-CD

MORTGAGE FORECLOSURE

**AFFIDAVIT OF SERVICE**

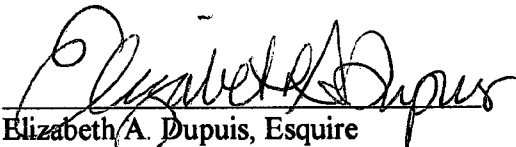
I, Elizabeth A. Dupuis, Esquire, counsel for plaintiff, hereby certify that service of Notice of Sheriff's Sale was made upon the defendant William M. Edgren by certified mail number 7000 1530 0004 1963 0371 return receipt requested, as well as by United States mail, postage prepaid on May 1, 2003. Additionally, all interested parties identified in the Affidavit Pursuant to Rule 3129.1, were served a copy of the Notice of Sheriff's Sale by depositing the same in the United States mail, postage prepaid on May 1, 2003. Copies of United States Postal Service Certificates of Mailing (PS Form 3817) to defendant, William M. Edgren and all interested parties are attached hereto as Exhibit A.

**FILED**

MAY 02 2003

William A. Shaw  
Prothonotary

Dated: May 1, 2003

  
Elizabeth A. Dupuis, Esquire  
MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
720 South Atherton Street  
State College, PA 16801  
(814) 234-1500  
Counsel for Plaintiff  
Omega Bank, N.A.

Complete by Typewriter, Ink, or Ball Point Pen

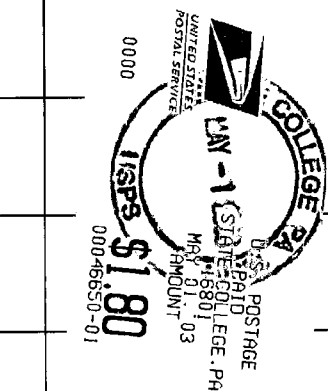
Line	Article Number	Addressee Name, Street, and PO Address	Check type of mail:				If Registered Mail, check below:				Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.				Remarks
			Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	
1		Miller, Kistler, Campbell, Miller, Williams & Benson, Inc. 720 S. Arverton St. State College, PA 16801	<input type="checkbox"/> Express <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD	<input type="checkbox"/> Return Receipt (RR) for Merchandise <input type="checkbox"/> Certified <input type="checkbox"/> Init Rec. Del. <input type="checkbox"/> Del. Confirmation (DC)	<input type="checkbox"/> Insured <input type="checkbox"/> Not Insured										
2		PO Box 298 State College, PA 16801													
3		William M. Edgerton PO Box 93 Hickory Street Lanscote, PA 17034													
4		Laraine Mitchell PO Box 356 Uniontown, PA 15879													
5		Clearfield County Tax Claim Bureau 230 E. Market St. Clearfield, PA 16830													
6		Cooper Township Municipal Authority PO Box 446 Uniontown, PA 15879													
7		Domestic Relations Office 130 E. Market St. Clearfield, PA 16830													
8															
9															
10															
11															
12															
13															
14															
15															

Total Number of Pieces Listed by Sender: 6

Total Number of Pieces Received at Post Office: 6

Postmaster, Per (Name of receiving employee): *[Signature]*

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.



PLAINTIFF'S EXHIBIT  
A

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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

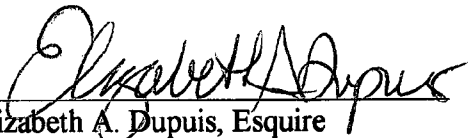
Case No. 03-65-CD

MORTGAGE FORECLOSURE

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within **Affidavit of Service** was hereby served by depositing the same within the custody of the United States Postal Service by first class mail, postage prepaid, addressed as follow:

William M. Edgren  
Box 93 Hickory Street  
Lanse, PA 16849

  
Elizabeth A. Dupuis, Esquire  
Counsel for Plaintiff  
MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
720 South Atherton Street  
State College, PA 16801  
(814) 234-1500

Dated: May 1, 2003

FILED NO  
cc  
MAY 11 11:00 AM  
MAY 02 2003  
William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13970

OMEGA BANK, N.A.

03-65-CD

VS.

EDGREN, WILLIAM M.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, APRIL 29, 2003 @ 12:11 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF JUNE 6, 2003 WAS SET.

**FILED**

01 3:25 PM  
SEP 10 2003

*E. Shaw*

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, JUNE 2 2003 @ 8:50 A.M. O'CLOCK SERVED WILLIAM EDGREN, DEFENDANT, AT HIS RESIDENCE BOX 93, HICKORY STREET LANSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WILLIAL EDGREN, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JUNE 6, 2003 RECEIVED A LETTER FROM THE PLALINTIFF'S ATTORNEY TO CONTINUE THE SALE SCHEDULED FOR JUNE 6, 2003 TO JULY 11, 2003 BECAUSE SERVICE WAS NOT MADE UNTIL JUNE 2, 2003.

NOW, JULY 11, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS SOLD TO THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, SEPTEMBER 8, 2003 PAID COSTS FROM THE ADVANCE AND MADE REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, SEPTEMBER 10, 2003 RETURNED WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, SEPTEMBER 10, 2003 A DEED WAS FILED.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13970

OMEGA BANK, N.A.

03-65-CD

VS.

EDGREN, WILLIAM M.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

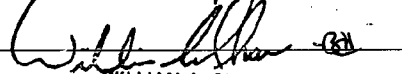
SHERIFF HAWKINS      \$286.98

SURCHARGE      \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

10<sup>th</sup> Day Of Sept 2003

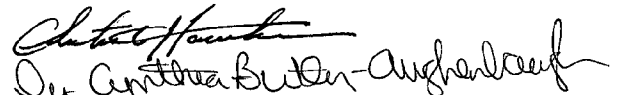


WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins

Sheriff

OMEGA BANK, N.A.,  
Plaintiff  
  
vs.  
  
WILLIAM M. EDGREN,  
Defendant

)  
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Case No. 03-65-CD  
  
MORTGAGE FORECLOSURE

Received 3-21-03 @ 11:30 A.m.  
Chester A. Hawkins  
By Cynthia Butler-Aughenbaugh

**EXHIBIT "A"**

ALL those two (2) certain tracts or parcels of land situated in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

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Being further identified as Clearfield County Tax Map No. 110-S09-708-00119 as shown on the assessment map in the records for Clearfield County, Pennsylvania.



# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME EDGREN NO. 03-65-CD

NOW, July 11, 2003, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 11TH day of JULY 2003, I exposed the within described real estate of WILLIAM M. EDGREN to public venue or outcry at which time and place I sold the same to OMEGA BANK, N.A.

he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.40
LEVY	15.00
MILEAGE	14.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	72.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>286.98</b>

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

## PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	68,875.90
INTEREST	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>68,895.90</b>
<b>COSTS:</b>	
ADVERTISING	481.95
TAXES - collector	323.21
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	286.98
LEGAL JOURNAL AD	90.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,480.64</b>

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

CHESTER A. HAWKINS, Sheriff

LAW OFFICES OF  
**MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.**  
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.  
RICHARD L. CAMPBELL  
JOHN R. MILLER, III  
TERRY J. WILLIAMS  
TRACEY G. BENSON  
SCOTT C. ETTER, Ph.D.  
ELIZABETH A. DUPUIS  
DAVID B. CONSIGLIO  
STACY PARKS MILLER  
JENNIFER P. BIERLY  
JULIA R. CRONIN

PLEASE REPLY TO:  
STATE COLLEGE OFFICE

June 3, 2003

720 SOUTH ATHERTON STREET  
STATE COLLEGE, PA. 16801-4628  
(814) 234-1500  
FAX (814) 234-1549  
AND  
124 NORTH ALLEGHENY STREET  
BELLEFONTE, PA. 16823-1695  
(814) 355-5474  
GENERAL FAX (814) 355-5340  
REAL ESTATE FAX (814) 357-0264

COUNSEL TO THE FIRM  
ROBERT K. KISTLER

BY FAX TO 814-765-5915

Chester Hawkins, Sheriff  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

**Re: Omega Bank vs. William M. Edgren  
Mortgage Foreclosure**

Dear Mr. Hawkins:

Sheriff's sale in the above referenced matter is scheduled for June 6, 2003, however, it is our understanding that your office was unable, after several attempts, to serve Mr. Edgren with notice of the sale until yesterday, June 2, 2003. We would request that you continue the sale scheduled for June 6, 2003 until July 11, 2003.

Thank you for your assistance in this matter.

Very truly yours,

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By: 

Elizabeth (Betsy) A. Dupuis, Esquire

EAD/mac

cc: Timothy Lockard, Omega Bank, N.A.

*Received  
6-4-03*

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

OMEGA BANK, N.A.,  
Plaintiff

vs.

WILLIAM M. EDGREN,  
Defendant

Case No. 03-65-CD

MORTGAGE FORECLOSURE

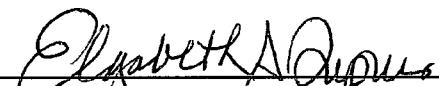
PRAECIPE FOR WRIT OF POSSESSION

TO: William Shaw, Prothonotary

Kindly issue a Writ of Possession in the above matter directed to the Sheriff of Clearfield County, and index this writ against Defendant, William M. Edgren, who is presently residing at Box 93, Hickory Street, Lanse, Pennsylvania, Clearfield County, Pennsylvania.

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By:

  
Elizabeth A. Dupuis, Esquire  
Attorney for Plaintiff

Dated: September 18, 2003

FILED

SEP 19 2003

W/2:30/2  
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT to MATT

6 UNITS to SHAW

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

OMEGA BANK, N.A.,	)	
Plaintiff	)	
	)	Case No. 03-65-CD
vs.	)	
	)	MORTGAGE FORECLOSURE
	)	
WILLIAM M. EDGREN,	)	
Defendant	)	

**WRIT OF POSSESSION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

Pursuant to the Praecept by the Plaintiff and the entry of judgment in the within matter, the Sheriff is directed to serve this Writ of Possession upon Defendant, WILLIAM M. EDGREN, for possession of the property in favor of Omega Bank, N.A., the judgment holder and the now record owner of the premises located at Box 93, Hickory Street, Lanse, Clearfield County, Pennsylvania. Said Writ shall be effective immediatly upon service and the Defendant shall be required to vacate the premises herewith.

\_\_\_\_\_  
Prothonotary

9-29-03

Seal of the Court

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 14612

OMEGA BANK, N.A.

03-65-CD

VS.

EDGREN, WILLIAM M.

WRIT OF EXECUTION POSSESSION

**SHERIFF RETURNS**

NOW, SEPTEMBER 30, 2003 @ 10:12 A.M. O'CLOCK SERVED WRIT OF POSSESSION ON WILLIAM M. EDGREN, DEFENDANT, AT THE HOLLY TRINITY EVANGELICAL CHURCH, LANSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM M. EDGREN, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JANUARY 28, 2004 RETURN WRIT AS BEING SERVED, PAID THE COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$33.37

SURCHARGE \$10.00

PAID BY THE ATTORNEY

**FILED**

01 12:35 PM  
JAN 28 2004

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

28<sup>th</sup> Day Of Jan 2004

*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*

*Sgt Cynthia Butler-Cayherlaugh*  
Chester A. Hawkins

Sheriff

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

OMEGA BANK, N.A.,	)	
Plaintiff	)	
	)	Case No. 03-65-CD
vs.	)	
	)	MORTGAGE FORECLOSURE
	)	
WILLIAM M. EDGREN,	)	
Defendant	)	

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Prothonotary 9-19-03

Seal of the Court

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

Received 9-22-03 @ 10:00 a.m.  
Chesta A. Hankins  
By Cynthia Butler-Aughenbaugh