

03-957-CD
CSB BANK vs. ROBERT M. BRION, et al

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

CSB BANK, Plaintiff :
vs. : No. 03- 957 -CD
ROBERT M. BRION and CATHERINE : Type of Case: Civil Action
E. BRION, Defendants : Type of Pleading: Complaint
In Mortgage Foreclosure
: Filed on behalf of: Plaintiff
: Counsel of Record for this
Party:
Andrew P. Gates
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766
:
:

FILED

BA

JUN 27 2003

o/3: 3d/law

William A. Shaw

Prothonotary/Clerk of Courts

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Atty pd. .85.00

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

CSB BANK, :
Plaintiff :
: No. 03- -CD
vs. :
: :
ROBERT M. BRION and :
CATHERINE E. BRION, :
Defendants :
:

NOTICE TO DEFEND

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

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

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
(814) 765-2641, Extension 1303

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

CSB BANK, :
Plaintiff :
vs. : No. 03- -CD
ROBERT M. BRION and :
CATHERINE E. BRION, :
Defendants :
:

C O M P L A I N T

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

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

2. Defendant, ROBERT M. BRION, is an adult individual who is married to Co-Defendant, CATHERINE E. BRION, and who resides at 404 East 11th Street, Clearfield, Pennsylvania 16830, but, who, at the present time, is lodged in the Clearfield County Jail, 410 21st Street, Clearfield, PA 16830.

3. Defendant, CATHERINE E. BRION, is an adult individual who is married to Co-Defendant, ROBERT M. BRION, and who resides at 404 East 11th Street, Clearfield, Pennsylvania 16830.

4. The Plaintiff brings this action to foreclose a Mortgage, with the principal amount not to exceed \$18,412.57,

dated July 3, 2001 between Robert M. Brion and Catherine E. Brion, Mortgagors, and CSB Bank, Mortgagee, which Mortgage covers residential real estate, situate in Clearfield Borough, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 200110428. A photocopy of said mortgage is attached hereto and made a part hereof as Exhibit "A".

5. The residential real estate, consisting of House and Lot, subject to the aforementioned mortgage is situate in Clearfield Borough, Clearfield County, Pennsylvania and is more fully described in Exhibit "B" which is attached hereto and made a part hereof.

6. The mortgage described in Paragraph 4 hereof secured Defendants' indebtedness to Plaintiff, CSB Bank, which was evidenced by a Promissory Note also dated July 3, 2001, in the principal amount of \$18,412.57. A photocopy of said Promissory Note is attached hereto and made a part hereof as Exhibit "C".

7. Defendants are in default under the terms of the Mortgage and Promissory Note of July 3, 2001 since they have failed to pay each monthly payment of principal and interest when due.

8. On March 6, 2003, Plaintiff properly prepared a Joint Act 91 Notice and Notice of Intention to Foreclose

Mortgage under Section 403 of Act No. 6 1974 (41 P.S. § 403) and on the same date mailed the same to Defendant, Robert M. Brion, by Certified Mail, Return Receipt Requested, Certified No. 7002 2410 0003 6372 0335 in the Postal System of the United States of America. A true and correct copy of the aforesaid Notice and U. S. Postal Service Form 3800 are attached hereto and made a part hereof, collectively, as Exhibit "D".

9. On March 6, 2003, Plaintiff properly prepared a Joint Act 91 Notice and Notice of Intention to Foreclose Mortgage under Section 403 of Act No. 6 1974 (41 P.S. § 403) and on the same date mailed the same to Defendant, Catherine E. Brion, by Certified Mail, Return Receipt Requested, Certified No. 7002 2410 0003 6372 0342 in the Postal System of the United States of America. A true and correct copy of the aforesaid Notice and U. S. Postal Service Form 3800 are attached hereto and made a part hereof, collectively, as Exhibit "E".

10. The within cause of action in mortgage foreclosure is being instituted more than thirty (30) days following service of Plaintiff's Notice of Intention to Foreclose Mortgage under Section 403 of Act No. 6 of 1974 (41 P.S. § 403).

11. On March 6, 2003, Plaintiff properly prepared a Notice under Section 403(c) of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq) and on the same date mailed the same to Defendant, Robert M.

Brion, by first class mail post-prepaid at the following address:

Robert M. Brion
404 East 11th Street
Clearfield, PA 16830

A true and correct copy of the aforesaid notice is attached hereto as a portion of Exhibit "D", while the Certificate of Mailing (U. S. Postal Form 3817) is attached hereto as Exhibit "F".

12. On March 6, 2003, Plaintiff properly prepared a Notice under Section 403(c) of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq) and on the same date mailed the same to Defendant, Catherine E. Brion, by first class mail post-prepaid at the following address:

Catherine E. Brion
404 East 11th Street
Clearfield, PA 16830

A true and correct copy of the aforesaid notice is attached hereto as a portion of Exhibit "E", while the Certificate of Mailing (U. S. Postal Form 3817) is attached hereto as Exhibit "G".

13. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following receipt by said Defendants of Plaintiff's aforementioned Notice thereby satisfying the Notice requirements of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35

P.S. §1680.401(c) et seq).

14. The Mortgage is in serious default because the Defendants have failed to make payment of the monthly installments of principal and interest on the dates they were due and at the present time Defendants are more than six (6) months in arrears.

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

(a) Outstanding principal balance	\$17,276.14
(b) Accrued interest through June 26, 2003	\$ 569.81
(c) Late fees through June 26, 2003	\$ 160.00
(d) Reasonable attorneys' fees	<u>\$ 1,000.00</u>
TOTAL	\$19,005.95**

**Plus per diem interest from June 26, 2003 of \$3.90 per day

WHEREFORE, the Plaintiff demands judgment against the Defendants, Robert M. Brion and Catherine E. Brion, in the sum of \$19,005.95, plus costs of suit and per diem interest of \$3.90 per day accruing on the loan from June 26, 2003.

GATES & SEAMAN

By _____


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

KAREN L. STACK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200110428
RECORDED ON
JUL 09, 2001
9:15:16 AM

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	
EQ. IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
OTAL	\$15.50
S B BANK	CUSTOMER

RECORDATION REQUESTED BY:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$18,412.57.

THIS MORTGAGE dated July 3, 2001, is made and executed between ROBERT M BRION and CATHERINE E BRION, whose address is 404 EAST 11TH ST, CLEARFIELD, PA 16830 (referred to below as "Grantor") and CSB BANK, whose address is 434 State Street, P.O. Box 29, Curwensville, PA 16833 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or 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, (the "Real Property") located in CLEARFIELD County, Commonwealth of Pennsylvania:

SEE EXHIBIT A

The Real Property or its address is commonly known as 404 EAST 11TH ST, CLEARFIELD, PA 16830.

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

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

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

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

MORTGAGE (Continued)

Page 2

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

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

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

BORROWER. The word "Borrower" means ROBERT M BRION and CATHERINE E BRION, and all other persons and entities signing the Note.

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

GRANTOR. The word "Grantor" means ROBERT M BRION and CATHERINE E BRION.

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

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

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

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

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

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

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

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

GRANTOR:


X
ROBERT M BRION, Individually

(Seal)


X
CATHERINE E BRION, Individually

(Seal)

CERTIFICATE OF RESIDENCE

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

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


Dorothy Hester
Attorney or Agent for Mortgagee

Robert M. & Catherine E. Brion
Description of Premises

Exhibit "A"

All that certain house and piece or parcel of land situate in the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on Barrett Street (now known as Eleventh Street) and being the southeast corner of lot now or late of David B. Lucas and the northeast corner of this lot; thence in a southerly direction along the line of said Barrett Street (now known as Eleventh Street) forty (40) feet to lot now or late of George W. Dewalt; thence in a westerly direction on a line parallel with line of Dorey Street Fifty (50) feet to line of Lot #9; thence in a northerly direction along line of Lot #9 forty (40) feet to line of lot now or late of David B. Lucas; thence in an easterly direction along line of said Lucas lot fifty (50) feet to the place of beginning.

BEING the same property which Sherman R. Conaway and Barbara A. Conaway granted and conveyed to Robert M. Brion and Catherine E. Brion, by deed dated February 6, 1995 and recorded in Clearfield County Deed Book 1659, Page 53.

MORTGAGE
(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

)
) SS
)

On this, the 3rd day of July, 2001, before me Michael T. Ryan, the undersigned Notary Public, personally appeared ROBERT M BRION and CATHERINE E BRION, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

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

NOTARIAL SEAL
MICHAEL T. RYAN, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires, December 5, 2002

LASER PRO Lending, Ver. 3.17.01.05. Copyr. Marland Financial Solutions, Inc. 1997, 2001. All Rights Reserved. - PA M:LENDINGS\CFNLPLIGO\FC TR-4723 PR-Smle

Robert M. & Catherine E. Brion
Description of Premises

Exhibit "A"

All that certain house and piece or parcel of land situate in the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on Barrett Street (now known as Eleventh Street) and being the southeast corner of lot now or late of David B. Lucas and the northeast corner of this lot; thence in a southerly direction along the line of said Barrett Street (now known as Eleventh Street) forty (40) feet to lot now or late of George W. Dewalt; thence in a westerly direction on a line parallel with line of Dorey Street Fifty (50) feet to line of Lot #9; thence in a northerly direction along line of Lot #9 forty (40) feet to line of lot now or late of David B. Lucas; thence in an easterly direction along line of said Lucas lot fifty (50) feet to the place of beginning.

BEING the same property which Sherman R. Conaway and Barbara A. Conaway granted and conveyed to Robert M. Brion and Catherine E. Brion, by deed dated February 6, 1995 and recorded in Clearfield County Deed Book 1659, Page 53.

PROMISSORY NOTE

CM

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$18,412.57	07-03-2001	06-30-2011	1424453	0007			

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

Borrower: ROBERT M BRION
CATHERINE E BRION
404 EAST 11TH ST
CLEARFIELD, PA 16830

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

Principal Amount: \$18,412.57

Interest Rate: 8.240%

Date of Note: July 3, 2001

Maturity Date: June 30, 2011

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eighteen Thousand Four Hundred Twelve & 57/100 Dollars (\$18,412.57), together with interest at the rate of 8.240% per annum on the unpaid principal balance from July 9, 2001, until paid in full.

PAYMENT. I will pay this loan in 120 payments of \$225.33 each payment. My first payment is due July 30, 2001, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 30, 2011, and will be for all principal and all accrued interest not yet paid. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, Curwensville Office, 434 State Street, P.O. Box 29, Curwensville, PA 16833.

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

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

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

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

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

False Statements. Any representation or statement made by me to Lender is false in any material respect.

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

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender.

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

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

Insecurity. Lender in good faith believes itself insecure.

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

LENDER'S RIGHTS. If any payment is not made when due under this Note or any other event of default shall occur under any other agreement between Lender and me, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

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

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

COLLATERAL. I acknowledge this Note is secured by a Mortgage dated July 3, 2001, 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.

CREDIT INSURANCE. I have chosen to purchase Joint Life and Single Disability Insurance for this loan. Information concerning the premiums and term of this insurance are set forth in the Disbursement Request and Authorization, all the terms and conditions of which are hereby incorporated and made a part of this Note.

PROPERTY INSURANCE. I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and

EXHIBIT "C"

**PROMISSORY NOTE
(Continued)**

Page 2

made a part of this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: CSB BANK P.O. Box 29 434 State Street Curwensville, PA 16833

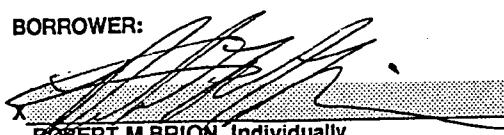
GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in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

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

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

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

BORROWER:



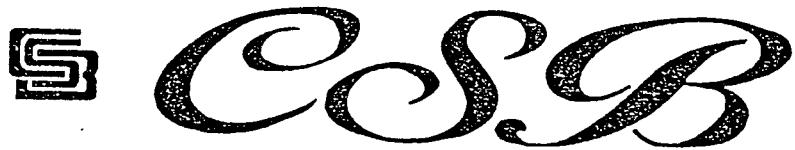
(Seal)

ROBERT M BRION, Individually



(Seal)

CATHERINE E BRION, Individually



To: Catherine E. Brion
404 East 11th Street
Clearfield, PA. 16830

ACT 91 NOTICE and NOTICE OF INTENTION TO FORECLOSE MORTGAGE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home situated at 404 East 11th Street, Clearfield, Pa. is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: Robert M. & Catherine E. Brion
PROPERTY ADDRESS: 404 East 11th Street, Clearfield, PA 16830
LOAN ACCOUNT NO.: 142454
ORIGINAL LENDER: CSB Bank
CURRENT LENDER/SERVICER: CSB Bank

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

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

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

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

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

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

MORTGAGE OBLIGATION: Mortgage Note dated July 3, 2001 between CSBBank (Lender/ Mortgagee) and Robert M. & Catherine E. Brion (Borrowers/Mortgagors) in the principal amount of \$18,412.57, secured by Mortgage between same parties dated July 3, 2001 and recorded in Clearfield County Deeds and Record Instrument #200110428

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, \$755.99, at the rate of 8.24% per annum (\$3.8534 per day), PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

- (1) Paying all delinquent 2002 Real Estate Taxes at the Clearfield County Tax Claim

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CSB Bank

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

Phone Number: 814-236-2550

Fax Number: 814-236-7474

Contact Person: Craig Witherow or James Dezack

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

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

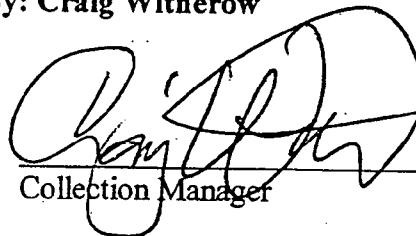
YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

By: Craig Witherow



Craig Witherow
Collection Manager

Date of Notice: March 6, 2003

CENTRE COUNTY

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

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

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

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

CLEARFIELD COUNTY

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

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

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

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

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

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OFFICIAL USE

Postage	\$ 6.00
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 4.65

6/23/02 PA 16833
 6/23/02 PA 16833
 6/23/02 PA 16833
 6/23/02 PA 16833

Sent to **Robert M. Brion**
 Street: Apt. No.: **404** E. 11th St.
 or PO Box No.:
 City: State: **ZIP+4**
Cleveland, PA 16833

PS Form 3800, June 2002
 See Reverse for Instructions

5630 2700 0000 0742 2002



BANK

To: Robert M. Brion
404 East 11th Street
Clearfield, PA. 16830

ACT 91 NOTICE and NOTICE OF INTENTION TO FORECLOSE MORTGAGE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home situated at 404 East 11th Street, Clearfield, Pa. is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

This notice explains how the program works.

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

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

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HOMEOWNER'S NAME: Robert M. & Catherine E. Brion

PROPERTY ADDRESS: 404 East 11th Street, Clearfield, PA 16830

LOAN ACCOUNT NO.: 142454

ORIGINAL LENDER: CSB Bank

CURRENT LENDER/SERVICER: CSB Bank

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

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

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

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

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

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

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Fax Number: 814-236-7474

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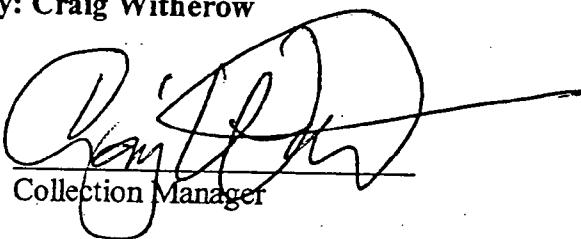
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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

By: Craig Witherow



Craig Witherow
Collection Manager

Date of Notice: March 6, 2003

CENTRE COUNTY

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

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

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

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

CLEARFIELD COUNTY

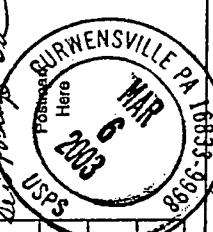
Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

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

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

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

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

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 60 <i>only 37 on envelope</i>
Certified Fee	\$ 2.30 <i>1/7 postage due</i>
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 465
	
Send To <i>Christopher E. Brown</i> <i>Street, Apt. No. 404 E. 11th St.</i> <i>or PO Box No. 404</i> <i>City, State, ZIP+4 Cleveland, OH 44108-0404</i>	
<small>See Reverse for Instructions</small>	

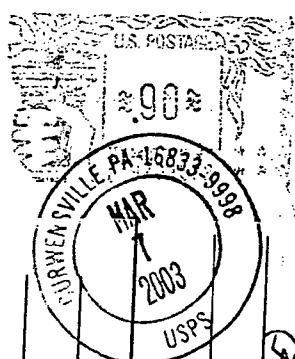
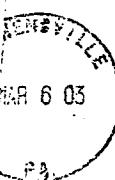
2480 2289 5000 0742 2002

PS Form 3800, June 2002

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

Received From:

C&B BANK
PO BOX 29
CURWENSVILLE, PA 16633
One piece of ordinary mail addressed to:
Robert M. Brown
404 E. 17th St.
Clearfield, PA 16830



PS Form 3817, Mar. 1989

EXHIBIT "F"

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

Received From:

CSB BANK
PO BOX 29
CURWENSVILLE, PA 16833

One piece of ordinary mail addressed to:

Caroline E. Brian
404 E. 11th ST,
Chesterfield, PA 16830

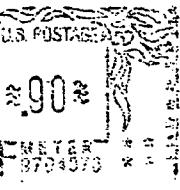
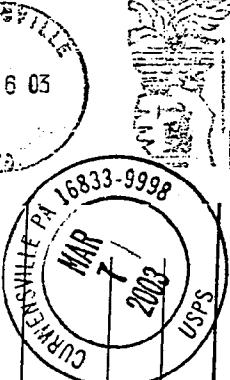
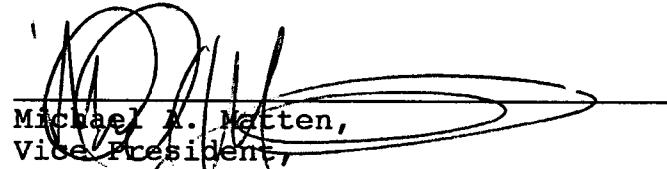


EXHIBIT "G"

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

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


Michael A. Matten,
Vice President,
Senior Lending Officer,
CSB BANK

Date: 6-26-03

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
IN MORTGAGE FORECLOSURE
CIVIL ACTION - LAW
No. 03 - - CD

CSB BANK, Plaintiff

-vs-

ROBERT M. BRION and CATHERINE
E. BRION, Defendants

COMPLAINT IN
MORTGAGE FORECLOSURE

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

FILED
JUN 27 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK, : No. 03-957-CD
Plaintiff : Type of Case: Civil Action
vs. : In Mortgage Foreclosure
ROBERT M. BRION and CATHERINE : Type of Pleading: MOTION
E. BRION, Defendants : Filed on behalf of: Plaintiff
: Counsel of Record for this
: Party:
: Andrew P. Gates
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766
:

OCT 03 2003

William
Prothonotary

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

CSB BANK, Plaintiff : No. 03-957-CD
vs. : IN MORTGAGE FORECLOSURE
: .
ROBERT M. BRION and : .
CATHERINE E. BRION, Defendants:

**MOTION FOR SPECIAL ORDER FOR SERVICE
OF NOTICE OF SHERIFF'S SALE**

NOW COMES, Plaintiff, CSB BANK, by its attorneys, Gates & Seaman, and moves this Court for a Special Order of Notice of Sheriff's Sale pursuant to Pa. R.C.P. §430 and 3129.2(c)(1)(i)(C) and in support thereof avers the following:

1. Plaintiff, CSB Bank, had a default judgment entered against Defendants, Robert M. Brion and Catherine E. Brion, with the Prothonotary of Clearfield County, Pennsylvania, on August 14, 2003.

2. Thereafter, said Plaintiff had a Writ of Execution on said Judgment issued by the Clearfield County Prothonotary on August 27, 2003.

3. The Clearfield County Sheriff's Office has scheduled a Sheriff's Sale of the real estate in question under said Writ of Execution for Friday, November 7, 2003 at 10:00 o'clock a.m.

4. Pursuant to Pa. R.C.P. §3129.2(c)(1)(i), the Sheriff, Plaintiff or other competent adult is to serve upon both Defendants (where said Defendants had not entered an

appearance) Notice of the Sheriff's Sale either by personal service or by certified mail.

5. At the present time, Defendant, Robert M. Brion, is incarcerated in the Commonwealth of Pennsylvania prison system and is unable to be served by either of the methods set forth in the preceding paragraph.

6. At present, Defendant, Robert M. Brion, is incarcerated at S.C.I. Camp Hill in Camp Hill, Pennsylvania, which, according to the Clearfield County Clerk of Courts (Criminal Division), has a mailing address of:

Robert M. Brion
Inmate No. FK 8384
S.C.I. CAMP HILL
P. O. Box 200
Camp Hill, PA 17001

7. Likewise, the Clearfield County Sheriff's Office has also been unable to serve Defendant, Catherine E. Brion, said Notice of Sheriff's Sale, having attempted to do so at her last known address.

8. According to the U. S. Postal Service, Catherine E. Brion has a mailing address of 303 High Street, Clearfield, Pennsylvania 16830.

9. According to Plaintiff, CSB Bank, Plaintiff Catherine E. Brion's last known address was Apartment 7-E, Lawrence Park Village, Park Avenue, Clearfield, Pennsylvania 16830.

10. In light of the fact that the Sheriff's Office has been unable to serve either of the Defendants as aforesaid,

Plaintiff moves for a special order that both Defendants be served by regular U. S. mail, postage prepaid, at the addresses listed in this motion.

WHEREFORE, Plaintiff, CSB Bank, seeks special order from this Honorable Court pursuant to Pa. R.C.P. §430 directing that Notice of the aforementioned Sheriff's Sale be made upon Defendants by regular U. S. mail, postage prepaid, and be mailed by Plaintiff's counsel to the following addresses:

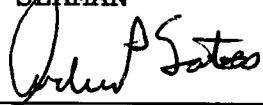
(i) Robert M. Brion
Inmate No. FK 8384
S.C.I. CAMP HILL
P. O. Box 200
Camp Hill, PA 17001

(ii) Catherine E. Brion
303 High Street
Clearfield, PA 16830

(iii) Catherine E. Brion
Lawrence Park Village, Apartment 7-E
Park Avenue
Clearfield, PA 16830

Respectfully submitted,

GATES & SEAMAN
By:


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

Date: October 3, 2003

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

VERIFICATION

The undersigned verifies that he is authorized to make the Verification as Solicitor for CSB BANK, Plaintiff named herein; and that the statements made herein are true and correct to the best of his knowledge, information and belief. He understands that false statements made herein are subject to penalties of 18 Pa.C.S. §4904, related to unsworn falsification to authorities.



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

Sworn to and subscribed before me
this 3rd day of October, 2003.



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

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

CSB BANK, Plaintiff :
vs. : No. 03-957-CD
: IN MORTGAGE FORECLOSURE
ROBERT M. BRION and :
CATHERINE E. BRION, Defendants:

O R D E R

AND NOW, this 3rd day of October, 2003, upon consideration of the Plaintiff's Motion for Special Order for Notice of Sheriff's Sale, it is hereby ADJUDGED AND DECREED that Notice of Sheriff's Sale shall be served upon Defendants, ROBERT M. BRION and CATHERINE E. BRION, by Plaintiff's counsel, by mailing a copy of said Notice, by first class mail, postage prepaid, to said Defendants at the following addresses:

TO: DEFENDANT, ROBERT E. BRION:

(i) Robert M. Brion
Inmate No. FK 8384
S.C.I. CAMP HILL
P. O. Box 200
Camp Hill, PA 17001

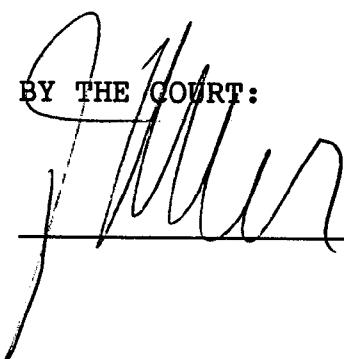
TO: DEFENDANT, CATHERINE E. BRION:

(ii) Catherine E. Brion
303 High Street
Clearfield, PA 16830

(iii) Catherine E. Brion
Lawrence Park Village, Apartment 7-E
Park Avenue
Clearfield, PA 16830

Upon effectuating service, Plaintiff's counsel shall file an Affidavit of Service indicating the date said service was made.

BY THE COURT:


Judge

OCT 03 2003

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 03-957-CD
CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

CSB BANK, Plaintiff

-vs-

ROBERT M. BRION and
CATHERINE E. BRION,
Defendants

MOTION FOR SPECIAL ORDER
FOR SERVICE OF NOTICE OF
SHERIFF'S SALE

FILED No
10/3/2003
cc

William A. Shew
Prothonotary/Clerk of Courts

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

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

CSB BANK, :
Plaintiff : No. 03 - 957 - CD
-vs- : IN MORTGAGE FORECLOSURE
ROBERT M. BRION and CATHERINE :
E. BRION, Defendants :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CLEARFIELD :
:

ANDREW P. GATES, the Attorney for Plaintiff, being duly sworn according to law, says that the following entities were served with a Notice of Sheriff's Sale on October 9, 2003, by regular mail as evidenced by the Certificates of Mailing, the originals of which is attached hereto as Exhibit "A".

(a) Gregory Mullen, Enforcement Officer
Domestic Relations Section
Courthouse Annex
230 East Market Street
Clearfield, PA 16830

(b) PA SCDU
P. O. Box 69110
Harrisburg, PA 17106-9110

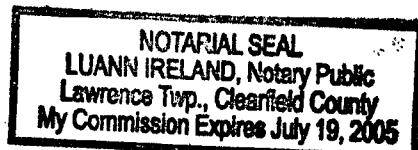
GATES & SEAMAN

By

Andrew P. Gates, Esquire

Sworn to and subscribed before
me this 17th day of October, 2003.

Luann Ireland



FILED

01/01/2004
OCT 17 2003

William A. Shaw
Prothonotary/Clerk of Courts

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

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

One piece of ordinary mail addressed to:
PA SCDU
P. O. Box 69110
Harrisburg, PA 17106-9110

U.S. POSTAGE
 PAID
 CLEARFIELD, PA
 16830
 OCT 09 2003
 AMOUNT 07
\$0.90
 00068283-07

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

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

One piece of ordinary mail addressed to:
Gregory Mullen, Enforcement Officer
Domestic Relations Section
Courthouse Annex
230 East Market Street
Clearfield, PA 16830

U.S. POSTAGE
 PAID
 CLEARFIELD, PA
 16830
 OCT 09 2003
 AMOUNT 07
\$0.90
 00068283-07

PS Form 3817, January 2001

EXHIBIT "A"

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

CSB BANK, Plaintiff : No. 03 - 957 - CD
-vs- : IN MORTGAGE FORECLOSURE
ROBERT M. BRION and CATHERINE :
E. BRION, Defendants :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CLEARFIELD :

ANDREW P. GATES, the Attorney for Plaintiff, CSB BANK, being duly sworn according to law, says that service of Notice of Sheriff's Sale as directed by Special Order of Court dated October 3, 2003 was made upon Defendants by first class mail, postage prepaid, and posted October 6, 2003, as evidenced by photocopy of the Notice sent and original Certificates of Mailing which are attached hereto and made a part hereof, collectively, as Exhibit "A", as follows:

- (i) Robert M. Brion
Inmate No. FK 8384
S.C.I. CAMP HILL
P. O. Box 200
Camp Hill, PA 17001
- (ii) Catherine E. Brion
303 High Street
Clearfield, PA 16830
- (iii) Catherine E. Brion
Lawrence Park Village, Apartment 7-E
Park Avenue
Clearfield, PA 16830

FILED

OCT 07 2003
0/2:45pm

William A. Shaw
Prothonotary/Clerk of Courts

No court copy

GATES & SEAMAN

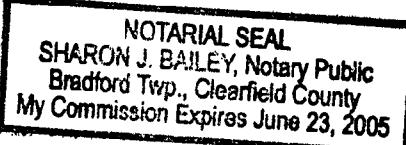
By

Andrew P. Gates, Esquire

Sworn to and subscribed before

me this 7th day of October, 2003.

Sharon J. Bailey



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

CSB BANK, :
Plaintiff : No. 03 - 957 - CD
-vs- : IN MORTGAGE FORECLOSURE
ROBERT M. BRION and CATHERINE :
E. BRION, Defendants :
:

NOTICE OF SHERIFF'S SALE

By virtue of a Writ of Execution issued out of the Court of Common Pleas of Clearfield County, in pursuance to a judgment obtained to No. 03-957-CD there will be exposed to public sale at The Sheriff's Office in the Clearfield County Court House, Clearfield, Pennsylvania, on the 7th day of November, 2003 at 10:00 A.M., o'clock, the following real property situate in Clearfield Borough, Clearfield County, Pennsylvania, with improvements situate thereon:

ALL that certain house and piece or parcel of land situate in the Borough Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on Barrett Street (now known as Eleventh Street) and being the southeast corner of lot now or late of David B. Lucas and the northeast corner of this lot; thence in a southerly direction along the line of said Barrett Street (now known as Eleventh Street) forty (40) feet to lot now or late of George W. Dewalt; thence in a westerly direction on a line parallel with line of Dorey street Fifty (50) feet to line of Lot #9; thence in a northerly direction along line of Lot #9 forty (40) feet to line of lot now or late of David B. Lucas; thence in an easterly direction along line of said Lucas lot fifty (50) feet to the place of beginning.

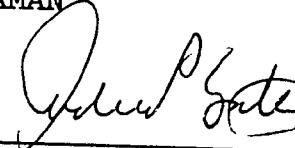
Said premises also being identified as house and lot with Clearfield County Assessment Map No. 4.4-K8-248-96.

BEING the same premises which vest in Robert M. Brion and Catherine E. Brion, his wife, Mortgagors, by deed dated February 6, 1995 and appearing of record in the Office of Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book 1659, Page 53.

The above is seized, taken in execution and to be sold as property of ROBERT M. BRION and CATHERINE E. BRION, his wife, reputed owners, at the direction of CSB Bank, the foreclosing mortgagee.

To all parties in interests and claimants: A schedule of distribution of the proceeds will be filed in the Sheriff's Office of Clearfield County on the 7th day of November, 2003, and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

GATES & SEAMAN

By 

Andrew P. Gates, Esquire
Attorney for Plaintiff, CSB Bank
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

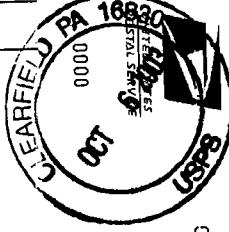
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

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

One piece of ordinary mail addressed to:
Catherine E. Brion
Lawrence Park Village, Apt. 7
Park Avenue
Clearfield, PA 16830

U.S. POSTAGE PAID
 CLEARFIELD, PA
 16830
 OCT 06 03
 AMOUNT \$0.90
 00068283-07



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

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

One piece of ordinary mail addressed to:
Catherine E. Brion
303 High Street
Clearfield, PA 16830

U.S. POSTAGE PAID
 CLEARFIELD, PA
 16830
 OCT 06 03
 AMOUNT \$0.90
 00068283-07



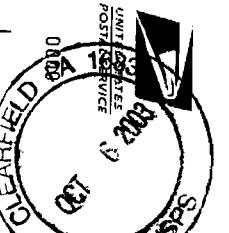
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

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

One piece of ordinary mail addressed to:
Robert M. Brion
Inmate No. FK 8384
S.C.I. CAMP HILL
P. O. Box 200
Camp Hill, PA 17001

U.S. POSTAGE PAID
 CLEARFIELD, PA
 16830
 OCT 06 03
 AMOUNT \$0.90
 00068283-07



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

CSB BANK, :
Plaintiff : No. 03 - 957 - CD
: :
-vs- : IN MORTGAGE FORECLOSURE
: :
ROBERT M. BRION and CATHERINE :
E. BRION, Defendants :
:

PRAECIPE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

TO WILLIAM A. SHAW, PROTHONOTARY:

Issue writ of execution in the above matter:

Amount due (as per judgment \$ 19,005.95
entered August 14, 2003, which
includes per diem interest
through June 26, 2003

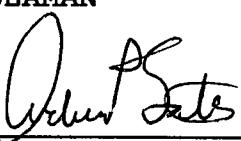
Interest at \$3.90 per day from
June 26, 2003 to date of
Sheriff's Sale (November 7, 2003
(134 days x \$3.90) \$ 522.60

SUBTOTAL \$ 19,528.55

[Costs to be added] Prothonotary costs \$ 125.-

TOTAL \$ _____

GATES & SEAMAN

By 
Attorneys for Plaintiff,
CSB Bank

Date: August 27, 2003

FILED

AUG 27 2003

012201

William A. Shaw

Prothonotary/Clerk of Courts

1 CERT TO SUPER

In The Court of Common Pleas of Clearfield County, Pennsylvania

CSB BANK

VS.

BRION, ROBERT M. & CATHERINE E.

Sheriff Docket #

14243

03-957-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 2, 2003 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT M. BRION, DEFENDANT AT RESIDENCE, CLEARFIELD COUNTY JAIL, 410 21ST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT M. BRION A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW JULY 2, 2003 AT 11:19 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CATHERINE E. BRION, DEFENDANT AT EMPLOYMENT, SKATE STATION, OLD TOWN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CATHERINE E. BRION A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
26.37	SHERIFF HAWKINS PAID BY: ATT CK# 33282
20.00	SURCHARGE PAID BY: ATTY CK# 33283

Sworn to Before Me This

13th Day Of Aug 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
My Marilyn Harris
Chester A. Hawkins
Sheriff

FILED
02/05/04
AUG 13 2003
EJF

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK, :
Plaintiff : NO. 03 - 957 - CD
: :
-vs- : IN MORTGAGE FORECLOSURE
: :
ROBERT M. BRION and CATHERINE :
E. BRION, Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due (as per judgment \$ 19,005.95
entered August 14, 2003, which
includes interest through
June 26, 2003)

Interest of \$3.90 per day
from June 26, 2003 to date of
Sheriff's Sale: (November 7, 2003)
(134 days x \$3.90) \$ 522.60

SUBTOTAL \$ 19,528.55
[Costs to be added] \$ 125.00

TOTAL \$ _____

Seal of the Court


William A. Shaw
Pantown, Pa

Date Aug. 27, 2003

ALL that certain house and piece or parcel of land situate in the Borough Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on Barrett Street (now known as Eleventh Street) and being the southeast corner of lot now or late of David B. Lucas and the northeast corner of this lot; thence in a southerly direction along the line of said Barrett Street (now known as Eleventh Street) forty (40) feet to lot now or late of George W. Dewalt; thence in a westerly direction on a line parallel with line of Dorey street Fifty (50) feet to line of Lot #9; thence in a northerly direction along line of Lot #9 forty (40) feet to line of lot now or late of David B. Lucas; thence in an easterly direction along line of said Lucas lot fifty 950) feet to the place of beginning.

BEING the same premises which vest in Robert M. Brion and Catherine E. Brion, his wife, Mortgagors, by deed dated February 6, 1995 and appearing of record in the Office of Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book 1659, Page 53.

EXHIBIT "A"

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

CSB BANK, :
Plaintiff : No. 03 - 957 - CD
: :
-vs- : IN MORTGAGE FORECLOSURE
: :
ROBERT M. BRION and CATHERINE :
E. BRION, Defendants :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CLEARFIELD :
:

ANDREW P. GATES, the Attorney for Plaintiff, being duly sworn according to law, says that the following entities were served with a Notice of Sheriff's Sale on September 29, 2003, by regular mail as evidenced by the Certificates of Mailing, the originals of which are attached hereto as Exhibit "A".

(a) Clearfield County Tax Claim Bureau
Courthouse Annex
230 East Market Street
Clearfield, PA 16830

(b) County National Bank
P. O. Box 42
Clearfield, PA 16830

(c) Chris Crago,
Clearfield Borough Tax Collector
138 West Market Street
Clearfield, PA 16830

FILED
0 11:55 AM NO CC
SEP 30 2003 E
FAX

William A. Shaw
Prothonotary

GATES & SEAMAN

By

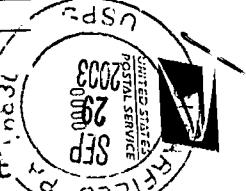
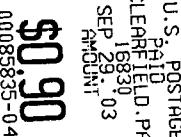
Andrew P. Gates, Esquire

Sworn to and subscribed before

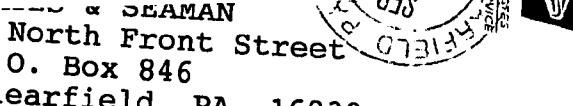
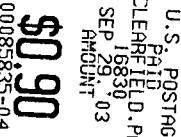
me this 30th day of September, 2003.

Rose M. Raymond

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

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		 GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830	
One piece of ordinary mail addressed to:		<u>Clearfield County Tax Claim Bureau</u> Courthouse Annex  U.S. POSTAL SERVICE CERTIFICATE OF MAILING MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:		 GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830	
One piece of ordinary mail addressed to:		<u>County National Bank</u> P. O. Box 42 Clearfield, PA 16830 	

PS Form 3817, January 2001

 GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830	
One piece of ordinary mail addressed to:	
<u>Chris Crago, Clearfield Borough</u> Tax Collector 138 West Market Street Clearfield, PA 16830 	

PS Form 3817, January 2001

EXHIBIT "A"

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

CSB BANK, :
Plaintiff : No. 03 - 957 - CD
: :
-vs- : IN MORTGAGE FORECLOSURE
: :
ROBERT M. BRION and CATHERINE :
E. BRION, Defendants :
:

AFFIDAVIT PURSUANT TO RULE 3129.1

CSB BANK, Plaintiff in the above action, sets forth as of the date the Praecept for the writ of execution was filed, the following information concerning the real property located in Clearfield Borough, Clearfield County, Pennsylvania with said parcel being further described in Exhibit "A", which is attached hereto and made a part hereof).

1. Name and address of Owner(s) or Reputed Owner(s):

<u>Name</u>	<u>Address</u>
Robert M. Brion	404 East 11th Street Clearfield, PA 16830
Catherine E. Brion	404 East 11th Street Clearfield, PA 16830

2. Name and address of Defendant(s):

<u>Name</u>	<u>Address</u>
Robert M. Brion	404 East 11th Street Clearfield, PA 16830
Catherine E. Brion	404 East 11th Street Clearfield, PA 16830

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

(a) CSB Bank

FILED

P. O. Box 29
Curwensville, PA 16833

AUG 27 2003

012:20 (mc)

William A. Shaw

Prothonotary/Clerk of Courts
No. 6764 2003

4. Name and address of last recorded holder of every mortgage of record:

	<u>Name</u>	<u>Address</u>
(a) CSB Bank		P. O. Box 29 Curwensville, PA 16833

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

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

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

County National Bank
P. O. Box 42
Clearfield, PA 16830

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

Chris Crago, Clearfield Borough Tax Collector
138 West Market Street
Clearfield, PA 16830

The undersigned verifies that he is authorized to make this verification on behalf of CSB Bank, Plaintiff named herein; and that the statements made herein are true and correct to the best of his personal knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, related to unsworn falsification to authority.



~~Michael Mattera, Senior Vice President
CSB Bank~~

Dated: August 27, 2003

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

CSB BANK,

Plaintiff

-VS-

ROBERT M. BRION and
CATHERINE E. BRION,
Defendants

No. 03 - 957 -CD

Type of Case: Civil Action

Type of Pleading: Praeclipe
For Default Judgment

Filed on behalf of:
Plaintiff

Counsel of Record for this
Party: Andrew P. Gates

Supreme Court No.: 36604

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

FILED

AUG 14 2003

Ch 11: Solutions

William A. Shaw
Prothonotary/Clerk of Courts

Probate/Clerk of Courts

Notes to Pages

1

Statement to App

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

CSB BANK, Plaintiff : No. 03 - 957 - CD
: :
-vs- : IN MORTGAGE FORECLOSURE
: :
ROBERT M. BRION and : :
CATHERINE E. BRION, : :
Defendants : :

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY:

Enter Judgment in favor of CSB BANK, Plaintiff herein, and against Defendants herein, ROBERT M. BRION and CATHERINE E. BRION, for their failure to file a timely Answer to the Complaint which was served upon them as indicated in the Sheriff's Affidavit of Service, in the following amounts:

(a) Outstanding principal balance	\$ 17,276.14
(b) Accrued interest through June 26, 2003	\$ 569.81
(c) Late fees through June 26, 2003	\$ 160.00
(d) Attorney fees	\$ 1,000.00
TOTAL	\$ 19,005.95**

plus per diem interest from June 26, 2003 of \$3.90 per day

Furthermore, the undersigned attorney certifies that said Defendants were also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on July 24, 2003. A copy of the Notices mailed to the Defendants and U. S. Postal Service Form 3817 for said mailings are attached hereto and made a part hereof, collectively, as Exhibit "A".

GATES & SEAMAN
By:


Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: August 8, 2003

Sworn to and subscribed before me
this 8th day of August, 2003

Rose M. Raymond

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

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

CSB BANK,

Plaintiff : No. 03 - 957 - CD
-vs- : IN MORTGAGE FORECLOSURE

ROBERT M. BRION and CATHERINE :
E. BRION,

Defendants :

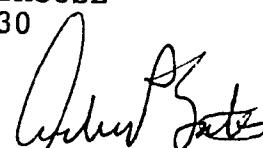
TO: Catherine E. Brion (Defendant)
404 East 11th Street
Clearfield, Pennsylvania 16830

DATE OF NOTICE: July 24, 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.

David S. Meholick, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641



Andrew P. Gates, Esquire,
Attorney for Plaintiff

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

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

CSB BANK,

Plaintiff : No. 03 - 957 - CD
-vs- : IN MORTGAGE FORECLOSURE
ROBERT M. BRION and CATHERINE :
E. BRION, :
Defendants :
:

TO: Robert M. Brion (Defendant)
c/o Clearfield County Jail
410 21st Street
Clearfield, Pennsylvania 16830

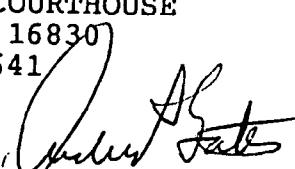
Robert M. Brion (Defendant)
404 East 11th Street
Clearfield, PA 16830

DATE OF NOTICE: July 24, 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.

David S. Meholic, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641


Andrew P. Gates, Esquire,
Attorney for Plaintiff

P. O. Box 846
Clearfield, PA 16830
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CIVIL ACTION - LAW

CSB BANK,

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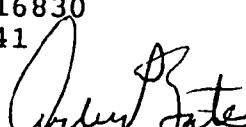
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404 East 11th Street
Clearfield, PA 16830

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Attorney for Plaintiff

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Clearfield, PA 16830
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U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

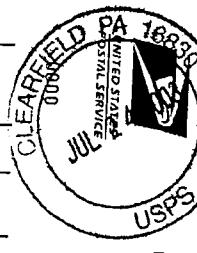
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

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

One piece of ordinary mail addressed to:
 Catherine E. Brion
 404 East 11th Street
 Clearfield, PA 16830

\$0.90
 00068283-07

U.S. POSTAGE
 PA 16830
 CLEARFIELD, PA
 16830
 JUL 24 03
 AMOUNT



PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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 AMOUNT



PS Form 3817, Mar. 1989

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PS Form 3817, January 2001

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

CSB BANK, Plaintiff

No. 03-957-CD

vs

ROBERT M. BRION and

CATHERINE E. BRION, Defendants

TO: Robert M. Brion
404 East 11th Street
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$ 19,005.95** on August 14, 2003.

**plus per diem interest from June 26, 2003 of \$3.90 per day.

William A. Shaw, Prothonotary

By _____
Deputy

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

CSB BANK, Plaintiff

No. 03-957-CD

vs

ROBERT M. BRION and

CATHERINE E. BRION, Defendants

TO: Catherine E. Brion
404 East 11th Street
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$ 19,005.95** on August 14, 2003.

**plus per diem interest from June 26, 2003 of \$3.90 per day.

William A. Shaw, Prothonotary

By _____
Deputy

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

CSB Bank
Plaintiff(s)

No.: 2003-00957-CD

Real Debt: \$19,005.95

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert M. Brion
Catherine E. Brion
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 13, 2003

Expires: August 13, 2008

Certified from the record this August 13, 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14607

CSB BANK

03-957-CD

VS.

BRION, ROBERT M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 1, 2003 @ 9:05 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF NOVEMBER 7, 2003 WAS SET.

NOW, OCTOBER 3, 2003 SERVED CATHERINE E. BRION, DEFENDANT, AT HER RESIDENCE, LAWRENCE PARK VILLAGE, APT 7E, CLEARFIELD, CLEARFIELD COUNTY PENNSYLVANIA, BY HANDING TO CATHERINE E. BRION, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, OCTOBER 20, 2003 MAILED BY CERTIFIED AND REGULAR MAIL, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY TO ROBERT M. BRION, DEFENDANT AT SCI CAMP HILL P. O. BOX 200, CAMP HILL, PA , AS PER COURT ORDER DATED OCTOBER 3, 2003.

NOW, OCTOBER 22, 2003 SERVED ROBERT M. BRION, DEFENDANT BY CERTIFIED MAIL, SIGNED FOR BY UNKNOWN SIGNATURE, AT SCI CAMP HILL, P. O. BOX 200 CAMP HILL, PA. INMATE #FK8384, WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.
CERTIFIED #70022410000372241630

FILED

01/11/05 8:01 AM
MAR 11 2004

GDS
William A Shaw
Prothonotary Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14607

CSB BANK

03-957-CD

VS.

BRION, ROBERT M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, OCTOBER 17, 2003 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY
TO CONTINUE THE SALE SCHEDULED FOR NOVEMBER 7, 2003 TO DECEMBER 5,
2003.**

**NOW, DECEMBER 5, 2003 A SALE WAS HELD ON THE PROPERTY OF THE
DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00
+ COSTS..**

**NOW, DECEMBER 15, 2003 BILLED THE PLAINTIFF ATTORNEY FOR ADDITIONAL
COSTS DUE ON THE SALE.**

**NOW, JANUARY 23, 2004 RECEIVED A CHECK FROM THE PLAINTIFF FOR
ADDITIONAL COSTS DUE.**

**NOW, MARCH 10, 2004 PAID THE COSTS DUE ON THE SALE FROM THE ADVANCE
AND PLAINTIFF CHECK.**

**NOW, MARCH 11, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY
OF THE DEFENDANTS. THE PLAINTIFF PURCHASED THE PROPERTY FOR \$1.00 +
COSTS.**

NOW, MARCH 11, THE DEED WAS FILED.

SHERIFF HAWKINS \$230.43

SURCHARGE \$40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14607

CSB BANK

03-957-CD

VS.

BRION, ROBERT M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

11th Day Of March 2004

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

So Answers,

Chester Hawkins
By Cynthia Butler-Augendieff
Chester A. Hawkins
Sheriff

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

CSB BANK, :
Plaintiff : No. 03 - 957 - CD
: :
-vs- : IN MORTGAGE FORECLOSURE
: :
ROBERT M. BRION and CATHERINE :
E. BRION, Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due (as per judgment \$ 19,005.95
entered August 14, 2003, which
includes interest through
June 26, 2003)

Interest of \$3.90 per day
from June 26, 2003 to date of
Sheriff's Sale: (November 7, 2003)
(134 days x \$3.90) \$ 522.60

SUBTOTAL \$ 19,528.55
plus to Prothonotary
[Costs to be added] \$ 125.00

TOTAL \$ _____

Seal of the Court

Willa
William A. Shaw
Prothonotary

Date Aug. 27, 2003

Received August 27, 2003 @ 3:00 P.M.

Chester A. Wenshins
by Cynthia Butter-Aughenbaugh

ALL that certain house and piece or parcel of land situate in the Borough Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on Barrett Street (now known as Eleventh Street) and being the southeast corner of lot now or late of David B. Lucas and the northeast corner of this lot; thence in a southerly direction along the line of said Barrett Street (now known as Eleventh Street) forty (40) feet to lot now or late of George W. Dewalt; thence in a westerly direction on a line parallel with line of Dorey street Fifty (50) feet to line of Lot #9; thence in a northerly direction along line of Lot #9 forty (40) feet to line of lot now or late of David B. Lucas; thence in an easterly direction along line of said Lucas lot fifty 950) feet to the place of beginning.

BEING the same premises which vest in Robert M. Brion and Catherine E. Brion, his wife, Mortgagors, by deed dated February 6, 1995 and appearing of record in the Office of Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book 1659, Page 53.

EXHIBIT "A"

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BRION NO. 03-957-CD

NOW, December 5, 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 5TH day of DECEMBER 2003, I exposed the within described real estate of ROBERT M. BRION AND CATHERINE E. BRION to public venue or outcry at which time and place I sold the same to CSB BANK

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

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	10.43
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	230.43
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	19,005.95
INTEREST	522.60
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	
TOTAL DEBT & INTEREST	19,548.55
COSTS:	
ADVERTISING	325.71
TAXES - collector RETURNED	
TAXES - tax claim	1,589.29
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	230.43
LEGAL JOURNAL AD	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	2,605.93

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

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

CSB BANK, Plaintiff :
vs. : No. 03-957-CD
: IN MORTGAGE FORECLOSURE
ROBERT M. BRION and :
CATHERINE E. BRION, Defendants:

O R D E R

AND NOW, this 3rd day of October, 2003, upon consideration of the Plaintiff's Motion for Special Order for Notice of Sheriff's Sale, it is hereby ADJUDGED AND DECREED that Notice of Sheriff's Sale shall be served upon Defendants, ROBERT M. BRION and CATHERINE E. BRION, by Plaintiff's counsel, by mailing a copy of said Notice, by first class mail, postage prepaid, to said Defendants at the following addresses:

TO: DEFENDANT, ROBERT E. BRION:

(i) Robert M. Brion
Inmate No. FK 8384
S.C.I. CAMP HILL
P. O. Box 200
Camp Hill, PA 17001

TO: DEFENDANT, CATHERINE E. BRION:

(ii) Catherine E. Brion
303 High Street
Clearfield, PA 16830

(iii) Catherine E. Brion
Lawrence Park Village, Apartment 7-E
Park Avenue
Clearfield, PA 16830

Upon effectuating service, Plaintiff's counsel shall file an Affidavit of Service indicating the date said service was made.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

BY THE COURT:

OCT 03 2003

/s/ JOHN K. REILLY, JR.

Attest:

William B. Brown
Prothonotary/
Clerk of Courts

Judge

LAURANCE B. SEAMAN
ANDREW P. GATES

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

JOHN B. GATES
(1917-1984)

October 17, 2003

HAND DELIVERED

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

Attention: Cindy

Re: CSB Bank vs. Robert M. Brion and Catherine E. Brion
No. 03-957-CD (In Mortgage Foreclosure)

Dear Cindy:

After filing with your office the Affidavit required by Pa. R.C.P. §3129.1, I discovered that there is a support lien of record, against Mr. Brion, upon which there is due retroactive arrearages. Since such be the case, pursuant to 23 Pa. C.S.A. §4352(d.1), there exists a record lien on said real estate. Therefore, the Clearfield County Domestic Relations Section and PA SCDU needed to be given notice of said Sheriff's Sale by Plaintiff by regular mail not less than thirty days prior to the scheduled sale. Since this was not accomplished within that time frame, as attorney for CSB Bank, I am requesting that said Sale be continued until the next available sale date (preferably on December 5, 2003).

Therefore, at the time of the scheduled Sale on November 7, 2003, your office should announce to any bidders present that the Sheriff's Sale in the above-captioned matter has been continued to the designated date and time. As you know, said continued Sheriff's Sale must take place within one hundred (100) days of November 7, 2003 so that no new notice need be given by either your office or by this office. This is the procedure provided for in Pa. R.C.P. 3129.3, a photocopy of which is enclosed.

Likewise, so the record is complete regarding this additional lien, I am herewith enclosing Plaintiff's Supplemental Affidavit Pursuant to Rule 3129.1.

GATES & SEAMAN

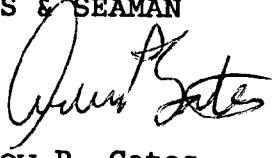
Page Two
October 17, 2003

Finally, so you can serve Mr. Brion with the Writ of Execution by regular mail, I am enclosing a photocopy of Judge Reilly's Order of October 3, 2003 which contains Mr. Brion's address at S.C.I. Camp Hill.

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

Very truly yours,

GATES & SEAMAN
By:


Andrew P. Gates

APG/sjb
xc: Craig Witherow, Collection Manager, CSB Bank