

03-1606-CD
CSB BANK vs. JEFFREY REISH, etal.

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

CSB BANK,
Plaintiff

VS .

JEFFREY REISH, a/k/a JEFFREY :
L. REISH and DANA REISH, a/k/a:
DANA Y. REISH, Defendants :

No. 03-1606-CD

Type of Case: Civil Action

Type of Pleading: Complaint
In Mortgage Foreclosure

Filed on behalf of: Plaintiff

Counsel of Record for this
Party:
Andrew P. Gates

Supreme Court No.: 36604

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

FILED

OCT 28 2003

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-	-CD
	:		
vs.	:		
	:		
	:		
JEFFREY REISH, a/k/a JEFFREY	:		
L. REISH and DANA REISH, a/k/a:	:		
DANA Y. REISH, Defendants	:		

NOTICE TO DEFEND

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

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

David S. Meholick, Court Administrator
Clearfield County 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
JEFFREY REISH, a/k/a JEFFREY :
L. REISH and DANA REISH, a/k/a :
DANA Y. REISH, 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, JEFFREY REISH, a/k/a JEFFREY L. REISH, is an adult individual who is married to Co-Defendant, DANA REISH, a/k/a DANA Y. REISH, and who resides at R. R. #1, Box 87D (Rolling Stone Road), Frenchville, Pennsylvania 16836.

3. Defendant, DANA REISH, a/k/a DANA Y. REISH, is an adult individual who is married to Co-Defendant, JEFFREY REISH, a/k/a JEFFREY L. REISH, and who resides at R. R. #1, Box 87D (Rolling Stone Road), Frenchville, Pennsylvania 16836.

4. The Plaintiff brings this action to foreclose a Mortgage, in the principal amount of \$76,800.00, dated April 4, 1997 between Jeffrey Reish, a/k/a Jeffrey L. Reish and Dana

Reish, a/k/a Dana Y. Reish, Mortgagors, and CSB Bank, Mortgagee, which Mortgage covers residential real estate, situate in Covington Township, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania at Deeds and Records Book 1832, Page 164. 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 15.0 acres, subject to the aforementioned mortgage is situate in Covington Township, 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 and Note Modification Agreement both also dated April 4, 1997, in the principal amount of \$76,800.00. Photocopies of said Promissory Note and Note Modification Agreement are attached hereto and made a part hereof, collectively, as Exhibit "C".

7. Defendants are in default under the terms of the Mortgage and Promissory Note and Note Modification Agreement, all dated April 4, 1997, since they have failed to: (i) pay each monthly payment of principal and interest when due; and (ii) pay the 2002 County, Township and School Real Estate taxes which are now in a delinquent status.

8. On July 10, 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, Jeffrey L. Reish, by Certified Mail, Return Receipt Requested, Certified No. 7002 2410 0003 6372 3954 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 July 10, 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, Dana Y. Reish, by Certified Mail, Return Receipt Requested, Certified No. 7002 2410 0003 6372 3947 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 July 10, 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, Jeffrey L. Reish, by first class mail post-prepaid at the following address:

Jeffrey L. Reish
R. R. #1, Box 87D
Frenchville, PA 16836

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 July 10, 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, Dana Y. Reish, by first class mail post-prepaid at the following address:

Dana Y. Reish
R. R. #1, Box 87D
Frenchville, PA 16836

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 four (4) months in arrears.

15. Defendants are also in default under the terms of the Mortgage of April 4, 1997 since they have not paid the 2002 County, Township and School Real Estate Taxes which are now in delinquent status.

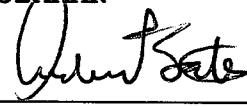
16. The following amounts are due on the aforementioned Mortgage:

(a) Outstanding principal balance	\$59,288.73
(b) Accrued interest through October 6, 2003	\$ 1,558.50
(c) Late fees through October 6, 2003	\$ 406.20
(d) Reasonable attorneys' fees	<u>\$ 1,000.00</u>
TOTAL	\$62,253.43**

**Plus per diem interest from October 6, 2003 of \$13.1465 per day

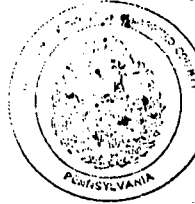
WHEREFORE, the Plaintiff demands judgment against the Defendants, Jeffrey Reish, a/k/a Jeffrey L. Reish and Dana Reish, a/k/a Dana Y. Reish, in the sum of \$62,253.43, plus costs of suit and per diem interest of \$13.1465 per day accruing on the loan from October 6, 2003.

GATES & SEAMAN

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

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:32A 4-9-97
BY Sharon Morgan
FEES 20.00
Karen L. Starck, Recorder



Karen L. Starck
Karen L. Starck
Recorder of Deeds

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 4
19 97. The mortgagor is Jeffrey Reish a/k/a Jeffrey L. Reish and Dana Reish a/k/a
Dana Y. Reish ("Borrower"). This Security Instrument is given to
CSB Bank, which is organized and existing under
the laws of Pennsylvania, and whose address is P.O. Box 29
Curwensville, PA 16833 ("Lender"). Borrower owes Lender the principal
sum of Seventy-six thousand eight hundred and 00/100 Dollars
(U.S. \$76,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 9, 2027.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Covington Township, Clearfield County, Pennsylvania:

See Exhibit

which has the address of RD. 1, Box 87D, Rolling Stone Road, Frenchville, PA 16836
[Street] [City]
Pennsylvania 16836 ("Property Address");
[Zip Code]

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

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

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

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

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

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

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

BIWEEKLY PAYMENT RIDER

(Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this 4th day of April, 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to CSB Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

RD 1, Box 87D, Rolling Stone Road, Frenchville, PA 16836
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on April 23, 1997, 1997. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at any office of CSB Bank

or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 302.10

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on May 8, 2019. If, on April 9, 2027, [insert applicable 15-, 20- or 30-year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

5. [omitted]

6. [omitted]

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

(C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

- (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
- (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the word "twelve" is changed to "twenty-six."

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

Jeffrey L. Reish
 Jeffrey L. Reish a/k/a Jeffrey Reish (Seal)
 -Borrower

Dana Y. Reish
 Dana Y. Reish a/k/a Dana Reish (Seal)
 -Borrower

SCHEDULE "A" - exhibit

ALL that certain message, tenement and tract of land situate in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, more fully bounded and described according to a survey by Shope Surveying Company, being known as Lot #13, bounded and described as follows, to wit:

BEGINNING at a nail set in the centerline of Mowry Ridge Road, line of Lot No. 15, and on line of Lot No. 14; thence along the centerline of Mowry Ridge Road, line of Lot No. 15 and continuing along line of Lot No. 12, the following courses and distances; 1) South forty-one (41) degrees three (03) minutes East a distance of 62.57 feet to a nail set; thence 2) South thirty-eight (38) degrees eighteen (18) minutes East a distance of 132.05 feet to a nail set; thence 3) South sixty-three (63) degrees twenty (20) minutes East a distance of 50.00 feet to a nail set; thence 4) North seventy-seven (77) degrees twenty-two (22) minutes East distance of 273.52 feet to a nail set on line of Lot No. 12; thence along line of Lot No. 12 South forty-two (42) degrees nine (09) minutes East, passing over an iron pin set on line on the Northern side of the Conrail Railroad, a distance of 1139.29 feet to a point in the centerline of West Branch Susquehanna River (Covington Township/Cooper Township Line); thence along the centerline of West Branch Susquehanna River (Covington Township/Cooper Township Line) South seventy-eight (78) degrees fifty-eight (58) minutes West a distance of 474.07 feet to a point; thence by same South sixty-nine (69) degrees thirty-three (33) minutes West a distance of 589.24 feet to a point on line of Lot No. 14; thence along line of Lot No. 14 North seven (07) degrees forty-six (46) minutes West, passing over an iron pin set on line of the Northern side of the Conrail Railroad, a distance of 1259.29 feet to a nail set, the place of beginning. Containing 15.00 acres.

BEING the same premises Thomas McGeoy and Wilbur Hammond, a partnership, t/a North Central Timberlands conveyed to Jeffrey Reish and Dana Reish, his wife by deed dated July 17, 1993, recorded July 20, 1993 in Deed and Record Book 1545 Page 13.

BEING identified in the Office of Mapping and Assessment as NO. 111-S6-27.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Jeffrey L. Reish (Seal)
Jeffrey L. Reish a/k/a Jeffrey Reish — Borrower

Dana Y. Reish (Seal)
Dana Y. Reish a/k/a Dana Reish — Borrower

(Space Below This Line For Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA, _____

Clearfield County ss:

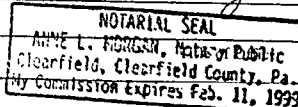
On this, the 14th day of April, 19 97, before me, _____, the undersigned officer, personally appeared Jeffrey L. & Dana Y. Reish a/k/a Jeffrey and Dana Reish, whose name(s) are _____, known to me (or satisfactorily proven) to be the person(s) executed the same for the purposes herein contained.

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

My Commission expires: _____

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

P.O. Box 29
Curwensville, PA 16833



Entered of Record April 9 19 97, 12:34 PM, Notary Public

ALL that certain messuage, tenement and tract of land situate in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, more fully bounded and described according to a survey by Shope Surveying Company, being known as Lot #13, bounded and described as follows, to wit:

BEGINNING at a nail set in the centerline of Mowry Ridge Road, line of Lot No. 15, and on line of Lot No. 14; thence along the centerline of Mowry Ridge Road, line of Lot No. 15 and continuing along line of Lot No. 12, the following courses and distances; 1) South forty-one (41) degrees three (03) minutes East a distance of 62.57 feet to a nail set; thence 2) South thirty-eight (38) degrees eighteen (18) minutes East a distance of 132.05 feet to a nail set; thence 3) South sixty-three (63) degrees twenty (20) minutes East a distance of 50.00 feet to a nail set; thence 4) North seventy-seven (77) degrees twenty-two (22) minutes East distance of 273.52 feet to a nail set on line of Lot No. 12; thence along line of Lot No. 12 South forty-two (42) degrees nine (09) minutes East, passing over an iron pin set on line on the Northern side of the Conrail Railroad, a distance of 1139.29 feet to a point in the centerline of West Branch Susquehanna River (Covington Township/Cooper Township Line); thence along the centerline of West Branch Susquehanna River (Covington Township/Cooper Township Line) South seventy-eight (78) degrees fifty-eight (58) minutes West a distance of 474.07 feet to a point; thence by same South sixty-nine (69) degrees thirty-three (33) minutes West a distance of 589.24 feet to a point on line of Lot No. 14; thence along line of Lot No. 14 North seven (07) degrees forty-six (46) minutes West, passing over an iron pin set on line of the Northern side of the Conrail Railroad, a distance of 1259.29 feet to a nail set, the place of beginning. Containing 15.00 acres.

BEING the same premises Thomas McGeoy and Wilbur Hammond, a partnership, t/a North Central Timberlands conveyed to Jeffrey Reish and Dana Reish, his wife by deed dated July 17, 1993, recorded July 20, 1993 in Deed and Record Book 1545 Page 13.

BEING identified in the Office of Mapping and Assessment as NO. 111-S6-27.

9

NOTE
(Biweekly Payments—Fixed Rate)

April 4, 1997, Clearfield, PA
[City] [State]
RD 1, Box 87D, Rolling Stone Road, Frenchville, PA 16836
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$76,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CSB Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.75%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on April 23, 1997. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at any office of CSB Bank

or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$302.10

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on May 8, 2019. If, on April 9, 2027, [insert applicable 15-, 20- or 30-year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my biweekly or any monthly payment unless the Note Holder agrees in writing to those changes.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

(C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

8

NOTE MODIFICATION AGREEMENT

THIS NOTE MODIFICATION AGREEMENT, made this 4TH day of April, 1997, by and between, Jeffrey L & Dana Y. Reish, (the "Maker"), and CSB BANK, a state banking corporation, having its principal office in Curwensville, Clearfield County, Pennsylvania (the "Payee"), agree to modify the Note dated April 4, 1997, (the "Note"), given by Maker to Payee in connection with the Mortgage also dated April 4, 1997 and recorded April 9, 1997 in the Clearfield County Recorder's Office in Mortgage Book 1872, Page 164 (the "Mortgage"), as a first lien on the premises situated at R.D. 1, Box 87D, Frenchville, PA 16836 as therein described ("the Premises"), to evidence and secure an original principal indebtedness of Seventy six thousand eight hundred and 00/100 (\$76,800.00) dollars.

WITNESSETH:

WHEREAS, Maker has heretofore made, executed and delivered to Payee their promissory note dated April 4, 1997 (the "Note"), which Note is incorporated herein by reference and made a part hereof, together with all the agreements, documents, instruments and other writings related thereto, associated therewith and/or referred to therein (collectively the "Related Contracts"), and is indebted thereunder to Payee for monies advanced.

WHEREAS, Payee has advanced all monies required to be advanced to or for the benefit of the Maker under and in accordance with the terms and conditions of the Note and the Related Contracts, and as of the date hereof, the outstanding principal balance of the said Note and Mortgage is Seventy six thousand eight hundred and 00/100 \$76,800.00, together with interest thereon payable at the rate(s) and times, and in the manner and according to the terms and conditions of the Note; and

WHEREAS, Maker has requested and Payee has consented to allow a modification of interest rate of 50 one hundredths of one percent (.50) effective April 4, 1997. The agreed rate of interest by the Payee remains as long as this mortgage is on a direct draft payment basis and maintains a "Preferred One" checking account for the term of the promissory note dated April 4, 1997, herein by reference is reduced from 8.75 to 8.25 percent.

WHEREAS, the parties acknowledge that the order of an interest rate reduction will modify the regular monthly payment of principal and interest payment. The Maker has also has opted to reduce the term from Thirty (30) years to Twenty (20) years. The Maker and Payee have agreed to a new payment of \$327.20 effective with the first payment date following the execution and acknowledgment of this Agreement.

WHEREAS, Maker has no defense, charge, defalcation, counterclaim, plea, demand, or set-off against the Note, the Mortgage or any of the Related Contracts, and acknowledges and agrees that said Mortgage is now and shall remain a valid first mortgage lien on the Premises.

WHEREAS, the parties desire to formalize their agreement for this modification and amendment of said Note and Mortgage as amended.

NOW THEREFORE, the parties, in consideration of the mutual premises and covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. That the introductory clauses set forth above are incorporated herein by reference and made a part hereof as though set forth more fully below.
2. That the Note be and hereby is amended to substitute \$327.20 for \$ 302.10 appearing therein as the monthly installment amount due thirty days after the mortgage closing.
3. That this Note as amended is secured, among other things, by said Mortgage covering all that certain tract of land situate in R.D. 1, Box 87D, Frenchville, PA 16836
4. That it is understood and agreed by the parties hereto that this Agreement does not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Note or the Mortgage, nor does it in anyway affect or impair the lien of the Mortgage, which the parties hereby acknowledge to be a valid, first and subsisting lien on the Premises, or any additional and other security provided by Maker to Payee, and the lien of said Mortgage, as well as, and such additional and other security, is agreed to have continued force and effect from the date thereof, unaffected and unimpaired by this Agreement, and the same shall so continue until fully satisfied.
5. That in all other respects, the Note as amended, the Mortgage, and all Related Contracts shall remain in full force and effect, and without limiting the generality of the foregoing, all remedies and warrants of attorney therein are ratified and confirmed and incorporated herein by reference.
6. That any and all references to the Note dated April 4, 1997, in writings of the same or subsequent date shall be deemed to be or have been made and to refer to the Mortgage dated April 4, 1997 as modified and amended from time to time.

IN WITNESS WHEREOF, this Note Modification Agreement has been duly executed as of the day and year first above written.

WITNESS

Scott Brubaker

Jeffrey L. Reish
Jeffrey L. Reish
Dana Y. Reish
Dana Y. Reish

"Maker"

CSB BANK

BY: Scott Brubaker

Scott Brubaker

Community Office Manager

TITLE

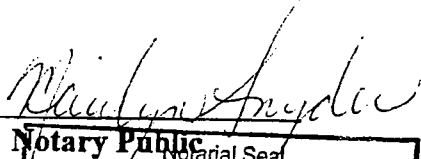
"Payee"

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD :

On this the 4th of April, 1997, before me, the undersigned officer, personally appeared Jeffrey Reish, and Dana Reish known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

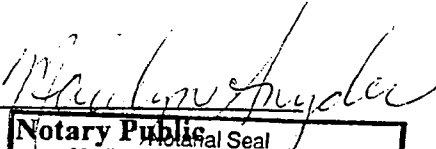

Notary Public
Marilyn Snyder, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires June 21, 1999
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD :

On this the 4th day of April, 1997, before me, the undersigned officer, personally appeared Scott Brubaker, who acknowledged him/her self to be the Comm. Office Mgr. of the CSB Bank, a state banking corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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


Notary Public
Marilyn Snyder, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires June 21, 1999
Member, Pennsylvania Association of Notaries



To: Jeffrey L. Reish
RR 1 Box 87D
Frenchville, Pa. 16836-9725

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 RR 1 Box 87D Frenchville, PA is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

This notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO 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 REDIMR SU HIPOTECA.

HOMEOWNER'S NAME: Jeffrey L. & Dana Y. Reish
PROPERTY ADDRESS: RR 1 Box 87D Frenchville, PA
LOAN ACCOUNT NO.: 404314
ORIGINAL LENDER: CSB Bank
CURRENT LENDER/SERVICER: CSB Bank

MORTGAGE OBLIGATION: Mortgage Note dated Apr. 9, 1997 between CSB Bank (Lender/ Mortgagee) and Jeffrey L. & Dana Y. Reish (Borrowers/Mortgagers) in the principal amount of \$76,800.00; secured by Mortgage between same parties dated Apr. 9, 1997 and recorded in Clearfield County Deeds and Record Book Vol. 1832 pages 164-170

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, \$1,963.20**, at the rate of **8.25%** per annum (**\$13.3694** 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 Bureau, Clearfield County Courthouse Annex, East Market Street, Clearfield, Pa. 16830

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CSB Bank

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

Phone Number: 814-236-2550

Fax Number: 814-236-7474

Contact Person: Craig Witherow or James Dezack

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

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

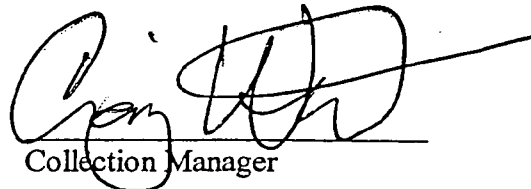
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- TO HAVE THIS DEFAULT CURED BY A THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

By: Craig Witherow



Collection Manager

Date of Notice: July 10, 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

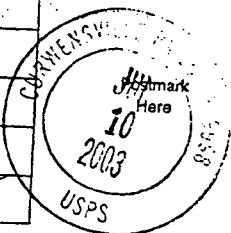
7002 2410 0003 6372 3954

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OFFICIAL USE

Postage	\$.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To	JOEERY L. REISH
Street, Apt. No., or PO Box No.	RR1 Box 87D
City, State, ZIP	Frenchville, PA 16836-9725

PS Form 3800, June 2002

See Reverse for Instructions



To: Dana Y. Reish
RR 1 Box 87D
Frenchville, Pa. 16836-9725

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 RR 1 Box 87D Frenchville, PA is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: Jeffrey L. & Dana Y. Reish
PROPERTY ADDRESS: RR 1 Box 87D Frenchville, PA
LOAN ACCOUNT NO.: 404314
ORIGINAL LENDER: CSB Bank
CURRENT LENDER/SERVICER: CSB Bank

MORTGAGE OBLIGATION: Mortgage Note dated Apr. 9, 1997 between CSB Bank (Lender/ Mortgagee) and Jeffrey L. & Dana Y. Reish (Borrowers/Mortgagers) in the principal amount of \$76,800.00, secured by Mortgage between same parties dated Apr. 9, 1997 and recorded in Clearfield County Deeds and Record Book Vol. 1832 pages 164-170

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, \$1,963.20**, at the rate of 8.25% per annum (\$13.3694 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 Bureau, Clearfield County Courthouse Annex, East Market Street, Clearfield, Pa. 16830

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

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

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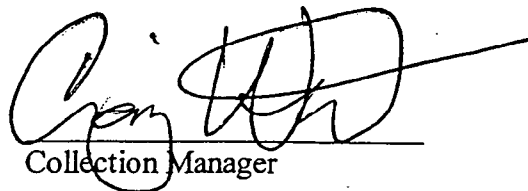
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CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

By: Craig Witherow



Collection Manager

Date of Notice: July 10, 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
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State College, PA 16801
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FAX (814) 238-3669

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Williamsport, PA 17703
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CLEARFIELD COUNTY

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Johnstown, PA 15901
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CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

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

Postmark
CURTISVILLE PA
JUL 10 2003

Sent To Dana V. Rich
Street Apt. No. or PO Box No. RR 1 Box 87D
City, State, ZIP+4 Frederick, PA 16836-9785

PS Form 3800, June 2002 See Reverse for Instructions

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

CERTIFICATE OF MAILING

Received From:

CSB BANK

PO BOX 29

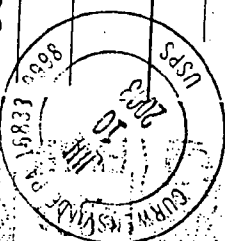
CHATEAUVILLE, PA 16833

One piece of ordinary mail addressed to:

Jeffrey L. Reish

RR1 Box 87D

Chateauville, PA 16833



PS Form 3817, Mar. 1989

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

Received From:

FT
CBB BANK
PO BOX 29
CURWENSVILLE, PA 16027


One piece of ordinary mail addressed to:

Dana K. Reish
R21 Box 87D
Peachville, PA 16836

PS Form 3817, Mar. 1989

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: October 22, 2003, 2003

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

CSB BANK, Plaintiff

-vs-

JEFFREY REISH, a/k/a JEFFREY
L. REISH and DANA REISH, a/k/a
DANA Y. REISH, Defendants

COMPLAINT IN MORTGAGE
FORECLOSURE

FILED

10 01/15/04
OCT 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

*2 cc Ally Gates
Atty pd. 65.00*

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

CSB BANK

VS.

Sheriff Docket #

14720

03-1606-CD

REISH, JEFFREY a/k/a JEFFREY L. REISH & DANA REISH

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

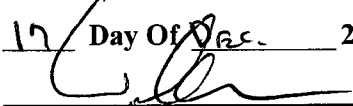
NOW OCTOBER 30, 2003 AT 2:34 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANA REISH a/k/a DANA Y. REISH, DEFENDANT AT RESIDENCE, RR#1 BOX 87D, ROLLINGSTONE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANA REISH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW OCTOBER 30, 2003 AT 2:34 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JEFFREY REISH a/k/a JEFFREY L. REISH, DEFENDANT AT RESIDENCE, RR#1 BOX 87D, ROLLINGSTONE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANA REISH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

Return Costs


Cost	Description
35.89	SHERIFF HAWKINS PAID BY: ATTY CK# 33535
20.00	SURCHARGE PAID BY: ATTY CK# 33536

Sworn to Before Me This

17 Day Of Dec 2003


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

DEC 17 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK,

Plaintiff

VS.

JEFFREY REISH, a/k/a JEFFREY :
L. REISH and DANA REISH, a/k/a :
DANA Y. REISH, :
Defendants :

No. 03- 1606-CD

Type of Case: Civil Action

Type of Pleading: Praecipe
to Discontinue

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

APR 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

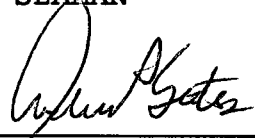
CSB BANK,	:	
Plaintiff	:	
	:	No. 03- 1606 -CD
	:	
vs.	:	
	:	
	:	
JEFFREY REISH, a/k/a JEFFREY	:	
L. REISH and DANA REISH, a/k/a:	:	
DANA Y. REISH,	:	
Defendants	:	

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

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

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for CSB Bank

Date: April 6, 2004

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Curwensville State Bank

Vs.

No. 2003-01606-CD

Jeffrey Reish
Dana Reish

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 6, 2004, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Andrew P. Gates, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of April A.D. 2004.

William A. Shaw, Prothonotary