

CSB Bank vs H. Dean and Mildred Conway  
2004-564-CD

2004-564-CD  
CSB BANK

VS H. DEAN CONWAY ETAL

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

CSB BANK,

Plaintiff

vs.

H. DEAN CONWAY and MILDRED E.  
CONWAY, Defendants

: No. 04- 564 -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

APR 23 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. 04- -CD  
: :  
vs. :  
: :  
: :  
H. DEAN CONWAY and MILDRED E. :  
CONWAY, 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 other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Court House  
Clearfield, PA 16830  
(814) 765-2641, Extension 1303

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

CSB BANK,	:	
Plaintiff	:	
	:	No. 04-
vs.	:	-CD
	:	
H. DEAN CONWAY and MILDRED	:	
E. CONWAY, 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 434 State Street, P. O. Box 29, Curwensville, Clearfield County, Pennsylvania, 16833.

2. Defendant, H. DEAN CONWAY, is an adult individual who is married to Co-Defendant, MILDRED E. CONWAY, and who resides in Girard Township, Clearfield County, Pennsylvania, with a mailing address of 497 Lecontes Mills Road, Lecontes Mills, Pennsylvania 16850.

3. Defendant, MILDRED E. CONWAY, is an adult individual who is married to Co-Defendant, H. DEAN CONWAY, and who resides in Girard Township, Clearfield County, Pennsylvania, with a mailing address of 497 Lecontes Mills Road, Lecontes Mills, Pennsylvania 16850.

4. The Plaintiff brings this action to foreclose a Mortgage, in the principal amount of \$95,000.00, dated September 27, 2001 between Defendants, H. Dean Conway and Mildred E. Conway, Mortgagors, and Plaintiff, CSB Bank, Mortgagee, which Mortgage covers non-residential/commercial real estate, situate in the Village of Lecontes Mills, Girard Township, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument Number 200115412. A photocopy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. The non-residential/commercial real estate, consisting of 0.62 acres and Garage, subject to the aforementioned mortgage, is situate in Village of Lecontes Mills, Girard 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 also dated September 27, 2001, in the principal amount of \$95,000.00. 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, both dated September 27, 2001,

since they have failed to pay all monthly payments of principal and interest when due.

8. Defendants are also in default under the terms of the Mortgage of September 27, 2001 as they have failed to pay the 2002 and 2003 real estate taxes which are presently due and owing to the Clearfield County Tax Claim Bureau in the sum of \$1,452.14.

9. The Mortgage and Promissory Note of September 27, 2001 are 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 seven (7) months in arrears on the monthly payments of principal and interest.

10. By separate letters, both dated January 14, 2004 and addressed to Defendants, H. Dean Conway and Mildred E. Conway, at 497 Lecontes Mills Road, Lecontes Mills, PA 16850, mailed on January 15, 2004 by First Class Mail, postage prepaid, and also by Certified Mail Nos. 7003 1010 0001 6348 5560 and 7003 1010 0001 6348 5591, postage prepaid, Plaintiff informed Defendants it was demanding payment of all arrearages, within thirty (30) days, and in the event all arrearages were not paid in said thirty (30) day period, then all outstanding principal and accrued interest became immediately due and payable. True and correct copies of the aforesaid letters of January 14, 2004, the U. S. Postal Service Certificates of Mailing (P.S. Form 3817),

the U. S. Postal Service Certificates for Certified Mail (P.S. Form 3800) and the return receipts (P.S. Form 3811) as executed by Defendant, Mildred E. Conway, are attached hereto and made a part hereof, collectively, as Exhibit "D".

11. The aforesaid Mortgage of September 27, 2001 does not represent a "residential mortgage" as said term is defined under Act #6 of 1974, as amended (41 P.S. §101 et seq.) and thus no Notice of Intention to Foreclose had to be given by Plaintiff to Defendants as provided for by 41 P.S. §403.

12. Since the real estate subject to the aforementioned Mortgage of September 27, 2001 is not the principal residence of the Defendants, nor a one or two family owner-occupied residence, Plaintiff did not have to give Defendants the Notice as provided for under the Homeowner's Emergency Assistance Act (35 P. S. §1680.401 et seq.).

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

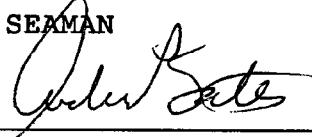
(a) Outstanding principal balance	\$88,912.44
(b) Accrued interest through 3/10/04*	\$ 3,110.14
(c) Late fees through 3/10/04	\$ 276.18
(d) Reasonable attorneys' fees (as provided for by both the Mortgage and Promissory Note of September 27, 2001)	<u>\$ 1,000.00</u>
	TOTAL
	\$93,298.76

\*Plus per diem interest of \$20.3757 from March 10, 2004.

WHEREFORE, Plaintiff demands Judgment in Mortgage  
Foreclosure against Defendants, H. Dean Conway and Mildred E.

Conway, in the sum of \$93,298.76, plus costs of suit and per diem interest of \$20.3757 per day accruing on the loan from March 10, 2004.

GATES & SEAMAN

By 

Andrew P. Gates, Esquire

Attorney for Plaintiff, CSB Bank

Two North Front Street

P.O. Box 846

Clearfield, PA 16830

(814) 765-1766

Date: April 23, 2004

KAREN L. STARCK  
RECORDER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

RECORDED NUMBER

107-14-154-1-2

SEARCHED 08

INDEXED 2001

FILED 2001

1 PAGES: 8

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE dated September 27, 2001, is made and executed between H. Dean Conway and Mildred E. Conway, whose address is Box 53, LeContes Mills, PA 16850 (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", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as Box 53, Rt. 17052, Girard Township, LeContes Mills, PA 16850.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

**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 THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

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

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

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use,

## MORTGAGE (Continued)

Page 2

generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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

**ALL that certain piece or parcel of ground situate in the Village of LeContes Mills, Township of Girard, County of Clearfield, State of Pennsylvania, bounded and described as follows:**

**BEGINNING** at a point in the southern right-of-way line of L. R. 17052, said point being the Northwest corner of the parcel herein described; thence by L. R. 17052, North 65° 25' 45" East, 81.35' to a point; thence in part by S. R. 1008 and land of June Ondo and Judy Bell, South 22° 28' 45" East, 150.00' to a point; thence by land now or formerly of Naomi DeConna, South 67° 31' 15" West, 26' to a point; thence in part by land of Naomi DeConna and S. R. 1008, South 65° 25' 45" West, 116.67' to a point; thence by land now or formerly of Floyd Martell, North 29° 58' 05" West, 82.78' to a point; thence still by land now or formerly of Floyd Martell and also by a 10' common use right-of-way North 60° 03' 30" East, 52.00' to a point; thence still by land now or formerly of Floyd Martell North 29° 58' 06" West, 63.00' to a point and place of beginning. Containing 0.623 acre.

**This Deed is subject to a 10' common use right-of-way lying South of the existing garage situate on the adjoining parcel now or formerly of Floyd Martell. Said right-of-way to be shared jointly by the Grantee and the adjoinder, Floyd Martell, his heirs, executors and assigns.**

**EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed by the Grantors to Girard Township by Deed dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200002973. Said property is bounded and described as follows:

**BEGINNING** on the eastern edge of the right-of-way of Township Road 895 (formerly State Route 1008) at the point of its intersection with the eastern boundary of land of the Grantors; thence along the boundary between said land of the Grantors and land now or formerly of June Ondo and Judy Bell South 22 degrees 28 minutes 45 seconds East, a distance of 59.10 feet to a point; thence through land of the Grantors South 67 degrees 31 minutes 15 seconds West, a distance of 60.20 feet to a point on the eastern edge of the right-of-way of said Township Road 895; thence along said right-of-way in a northeasterly direction, a distance of 85.20 feet to a point and place of beginning. Containing 1,778.56 square feet, as shown on the survey map of Samuel B. Yost, dated December 6, 1999.

**ALSO EXCEPTING AND RESERVING** the area subject to the right-of-way granted to the Pennsylvania Department of Transportation, now Girard Township, for Township Road 895, formerly known as State Route 1008, of which the following 3,472.01 square feet was released from the aforesaid right-of-way and is included in this conveyance by the Grantors to the Grantees:

**BEGINNING** at the northwest corner of the right-of-way of Township Road 895 at its intersection with the southern boundary of the right-of-way of Township Road 143; thence North 65 degrees 25 minutes 45 seconds East, a distance of 19.5 feet to a pk nail (set) on the southern boundary of the right-of-way of said Township Route 143; thence through the land of Girard Township right-of-way South 39 degrees 56 minutes 44 seconds East, a distance of 80.36 feet to a 3/4" rebar (set) and South 48 degrees 46 minutes 37 seconds West, a distance

of 113.86 feet to a 3/4" rebar (set) along the eastern boundary of land now or formerly of Floyd C. Martell; thence along the land of Martell North 32 degrees 44 minutes 4 seconds West, a distance of 11.5 feet to a 3/4" rebar (set) on the northern boundary of the right-of-way of Township Route 895; thence along the boundary between the right-of-way line of Township Road 895 and land of Frank V. Humberson and Kathie A. Humberson North 48 degrees 46 minutes 37 seconds East, a distance of 71.2 feet and North 7 degrees 13 minutes 55 seconds East, a distance of 129.57 feet to a point on the southern boundary of the right-of-way of Township Road 143 and place of beginning. Containing 3,472.01 square feet as shown on the survey map of Samuel B. Yost dated December 6, 1999, and attached to the quit-claim deed from Girard Township to Frank V. Humberson and Kathy A. Humberson, and recorded in Clearfield County Recorder's Office as Instrument No. 200003297.

**ALSO EXCEPTING AND RESERVING** from this conveyance all the coal, clay, gas, oil and other minerals unto the Grantors' predecessors in title. And further the predecessors in title to be relieved from any damages that may be caused to the surface by reason of subsidence or loss of water, resulting from the removal of the minerals under the premises herein conveyed or adjoining property, free from all damages to the Grantees by reason of the said manufacture and removal of minerals and for the purposes of removing minerals herein reserved, the same to include oil and gas.

**BEING** the same premises granted and conveyed unto H. Dean Conway and Mildred E. Conway, husband and wife, by Deed of Frank V. Humberson, a single individual, and Cathie A. Humberson, a/k/a Kathy A. Humberson, a single individual, dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200003298.

**BEING FURTHER IDENTIFIED** as Clearfield County Tax Map No. 114-6-643-19 as shown on the assessment map for the records of Clearfield County, Pennsylvania.

## MORTGAGE (Continued)

Page 3

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

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

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

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

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

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

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

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

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

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

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

**FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

## MORTGAGE (Continued)

Page 4

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

**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.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

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

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

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

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

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**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.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

**Accelerate Indebtedness.** Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts

## MORTGAGE (Continued)

Page 5

past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

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

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

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

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

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**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.

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

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

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

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

## MORTGAGE (Continued)

Page 6

provisions of this Mortgage.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

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

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means H. Dean Conway and Mildred E. Conway, and all other persons and entities signing the Note in whatever capacity.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**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 H. Dean Conway and Mildred E. Conway.

**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.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, 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.

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

**Note.** The word "Note" means the promissory note dated September 27, 2001, in the original principal amount of \$95,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 27, 2016.

**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.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

# MORTGAGE (Continued)

Page 7

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

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:

H. Dean Conway (Seal)  
H. Dean Conway, Individually

Mildred E. Conway (Seal)  
Mildred E. Conway, Individually

## CERTIFICATE OF RESIDENCE

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

Barbara J. Hugney-Shope  
Attorney or Agent for Mortgagee

## INDIVIDUAL ACKNOWLEDGMENT

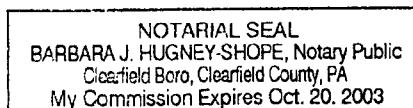
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

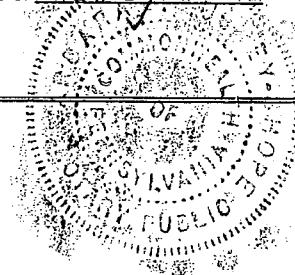
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On this, the 27th day of September, 2001, before me Barbara J. Hugney-Shope, the undersigned Notary Public, personally appeared H. Dean Conway and Mildred E. Conway, known to me (or satisfactorily proven) to be the person whose names are subscribed 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.



Notary Public in and for the State of Pennsylvania



**ALL** that certain piece or parcel of ground situate in the Village of LeContes Mills, Township of Girard, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a point in the southern right-of-way line of L. R. 17052, said point being the Northwest corner of the parcel herein described; thence by L. R. 17052, North 65° 25' 45" East, 81.35' to a point; thence in part by S. R. 1008 and land of June Ondo and Judy Bell, South 22° 28' 45" East, 150.00' to a point; thence by land now or formerly of Naomi DeConna, South 67° 31' 15" West, 26' to a point; thence in part by land of Naomi DeConna and S. R. 1008, South 65° 25' 45" West, 116.67' to a point; thence by land now or formerly of Floyd Martell, North 29° 58' 05" West, 82.78' to a point; thence still by land now or formerly of Floyd Martell and also by a 10' common use right-of-way North 60° 03' 30" East, 52.00' to a point; thence still by land now or formerly of Floyd Martell North 29° 58' 06" West, 63.00' to a point and place of beginning. Containing 0.623 acre.

**This Deed is subject to a 10' common use right-of-way lying South of the existing garage situate on the adjoining parcel now or formerly of Floyd Martell. Said right-of-way to be shared jointly by the Grantee and the adjoinder, Floyd Martell, his heirs, executors and assigns.**

**EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed by the Grantors to Girard Township by Deed dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200002973. Said property is bounded and described as follows:

**BEGINNING** on the eastern edge of the right-of-way of Township Road 895 (formerly State Route 1008) at the point of its intersection with the eastern boundary of land of the Grantors; thence along the boundary between said land of the Grantors and land now or formerly of June Ondo and Judy Bell South 22 degrees 28 minutes 45 seconds East, a distance of 59.10 feet to a point; thence through land of the Grantors South 67 degrees 31 minutes 15 seconds West, a distance of 60.20 feet to a point on the eastern edge of the right-of-way of said Township Road 895; thence along said right-of-way in a northeasterly direction, a distance of 85.20 feet to a point and place of beginning. Containing 1,778.56 square feet, as shown on the survey map of Samuel B. Yost, dated December 6, 1999.

**ALSO EXCEPTING AND RESERVING** the area subject to the right-of-way granted to the Pennsylvania Department of Transportation, now Girard Township, for Township Road 895, formerly known as State Route 1008, of which the following 3,472.01 square feet was released from the aforesaid right-of-way and is included in this conveyance by the Grantors to the Grantees:

**BEGINNING** at the northwest corner of the right-of-way of Township Road 895 at its intersection with the southern boundary of the right-of-way of Township Road 143; thence North 65 degrees 25 minutes 45 seconds East, a distance of 19.5 feet to a pk nail (set) on the southern boundary of the right-of-way of said Township Route 143; thence through the land of Girard Township right-of-way South 39 degrees 56 minutes 44 seconds East, a distance of 80.36 feet to a 3/4" rebar (set) and South 48 degrees 46 minutes 37 seconds West, a distance

of 113.86 feet to a 3/4" rebar (set) along the eastern boundary of land now or formerly of Floyd C. Martell; thence along the land of Martell North 32 degrees 44 minutes 4 seconds West, a distance of 11.5 feet to a 3/4" rebar (set) on the northern boundary of the right-of-way of Township Route 895; thence along the boundary between the right-of-way line of Township Road 895 and land of Frank V. Humberson and Kathie A. Humberson North 48 degrees 46 minutes 37 seconds East, a distance of 71.2 feet and North 7 degrees 13 minutes 55 seconds East, a distance of 129.57 feet to a point on the southern boundary of the right-of-way of Township Road 143 and place of beginning. Containing 3,472.01 square feet as shown on the survey map of Samuel B. Yost dated December 6, 1999, and attached to the quit-claim deed from Girard Township to Frank V. Humberson and Kathy A. Humberson, and recorded in Clearfield County Recorder's Office as Instrument No. 200003297.

**ALSO EXCEPTING AND RESERVING** from this conveyance all the coal, clay, gas, oil and other minerals unto the Grantors' predecessors in title. And further the predecessors in title to be relieved from any damages that may be caused to the surface by reason of subsidence or loss of water, resulting from the removal of the minerals under the premises herein conveyed or adjoining property, free from all damages to the Grantees by reason of the said manufacture and removal of minerals and for the purposes of removing minerals herein reserved, the same to include oil and gas.

**BEING** the same premises granted and conveyed unto H. Dean Conway and Mildred E. Conway, husband and wife, by Deed of Frank V. Humberson, a single individual, and Cathie A. Humberson, a/k/a Kathy A. Humberson, a single individual, dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200003298.

**BEING FURTHER IDENTIFIED** as Clearfield County Tax Map No. 114-6-643-19 as shown on the assessment map for the records of Clearfield County, Pennsylvania.

# PROMISSORY NOTE

Am

Principal \$95,000.00	Loan Date 09-27-2001	Maturity 09-27-2016	Loan No 142631	Call / Coll	Account 1200359	Officer 046	Initials
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:** H. Dean Conway  
Mildred E. Conway  
Box 53  
LeContes Mills, PA 16850

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

**Principal Amount:** \$95,000.00

**Date of Note:** September 27, 2001

**PROMISE TO PAY.** H. Dean Conway and Mildred E. Conway ("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 Ninety-five Thousand & 00/100 Dollars (\$95,000.00), together with interest on the unpaid principal balance from September 27, 2001, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments in the initial amount of \$928.17 each, beginning October 27, 2001, with interest calculated on the unpaid principal balances at an interest rate of 8.250% per annum; 119 monthly consecutive principal and interest payments in the initial amount of \$897.92 each, beginning October 27, 2006, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Published Prime Rate (currently 6.000%), plus a margin of 1.500 percentage points, resulting in an initial interest rate of 7.500%; and one principal and interest payment of \$896.98 on September 27, 2016, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Published Prime Rate (currently 6.000%), plus a margin of 1.500 percentage points, resulting in an initial interest rate of 7.500%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Published Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year, following the initial five year period. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 6.000% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT PENALTY; MINIMUM INTEREST CHARGE.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$5.00. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: The prepayment penalty will be effective should the loan be paid off, other than if the property is sold or in the event of a refinancing at CSB Bank. A prepayment penalty shall be due and payable by the Borrower to the Lender upon prepayment of this loan in whole or in part during the initial five years. The prepayment penalty shall equal 1.00% of the principal amount prepaid. Thereafter, no prepayment penalty exists. Other than Borrower's obligation to pay any minimum interest charge and prepayment penalty, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower 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, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$999.99, whichever is less.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note by 4.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of

**PROMISSORY NOTE**  
**(Continued)**

Page 2

Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**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.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has 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 Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower 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, Borrower also will pay any court costs, in addition to all other sums provided by law.

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

**COLLATERAL.** Borrower acknowledges this Note is secured by, in addition to any other collateral, a Mortgage dated September 27, 2001, to Lender on real property described as "Real Property located at 400 Anderson St., Curwensville, PA 16833" and located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note; a Mortgage dated September 27, 2001, to Lender on real property described as "Real Property located at Box 53, Rt. 17052, LeContes Mills, PA 16850" and located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note; and a Mortgage dated September 27, 2001, to Lender on real property described as "Real Property located at Rt. 17052, Girard Township, LeContes Mills, PA 16850" and located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's 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. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower 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; and take any other action deemed necessary by Lender without the consent of or notice to anyone. 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. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESION OF JUDGMENT.** BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT

**PROMISSORY NOTE  
(Continued)**

Page 3

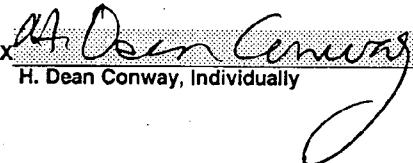
AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES 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:

  
H. Dean Conway

(Seal)

  
Mildred E. Conway

(Seal)

LASER PRO Lending, Ver. 5.17.10.07. Copyr. Harland Financial Solutions, Inc. 1997, 2001. All Rights Reserved. - PA M:\\LENDINGS\\CFALPLUD20.FC TR-10223 PR-CommMkt



NOTICE OF INTENTION TO FORECLOSE MORTGAGE

H. Dean Conway  
497 Lecontes Mills Road  
Lecontes Mills, PA 16850

RE: Account 142631

Dear Mr. Conway,

The mortgage held by CSB Bank (hereinafter we, us or ours) on your property located at Rte. 17052 Lecontes Mills & 400 Anderson St., Curwensville, Clearfield County, PA, IS IN SERIOUS DEFAULT because you have not made the monthly payments for September, October, November, & December of 2003 Late charges and other charges have also accrued to this date in the amount of \$229.78 The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$3,451.78 (Three thousand four hundred fifty One dollars and seventy eight cents).

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$3,451.789 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at any office of CSB Bank.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within

EXHIBIT "D" - 6 pages

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

TARGET SQUARE DRIVE THRU  
Route 879  
Clearfield, PA 16830

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

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

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

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

the thirty day period, you will not be required to pay attorney's fees.

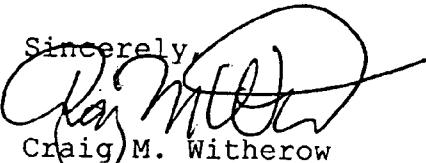
We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. You also have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately May of 2003. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 814-236-2550. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

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

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

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

Sincerely,

  
Craig M. Witherow  
Collection Manager

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

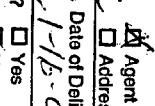
H. Dean Conway  
497 Leconte's Mills Road  
Leconte's Mills, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent

B. Received by (Printed Name)  C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  


**2. Article Number**

7003 1010 0001 6348 5560

**PS Form 3811, August 2001**

Domestic Return Receipt

2ACPRH-03-P-4001

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

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

**Received From:**

  
CSS BANK  
PO BOX 23  
PYRMONTVILLE, PA 16833

**One piece of ordinary mail addressed to:**

H. Dean Conway  
497 Leconte's Mills Road  
Leconte's Mills, PA 16830

**U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE****Postage**

\$ .60

**Certified Fee**

\$ 2.30

**(Endorsement Required)**

Return Receipt Fee

**(Endorsement Required)**

Restricted Delivery Fee

**(Endorsement Required)**

Total Postage & Fees

\$ 4.65

**Sent to**

H. Dean Conway

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

497 Leconte's Mills Road

City, State, Zip+4

Leconte's Mills, PA 16830

See Reverse for Instructions

7003 1010 0001 6348 5560

2ACPRH-03-P-4001

PS Form 3800, June 2002



NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Mildred E. Conway  
497 Lecontes Mills Road  
Lecontes Mills, PA 16850

RE: Account 142631

Dear Mrs. Conway,

The mortgage held by CSB Bank (hereinafter we, us or ours) on your property located at Rte. 17052 Lecontes Mills & 400 Anderson St., Curwensville, Clearfield County, PA, IS IN SERIOUS DEFAULT because you have not made the monthly payments for September, October, November, & December of 2003 Late charges and other charges have also accrued to this date in the amount of \$229.78 The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$3,451.78 (Three thousand four hundred fifty One dollars and seventy eight cents).

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$3,451.789 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at any office of CSB Bank.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Michael E. Conway  
497 Leconte Mill Road  
Leconte Mill, PA 16880

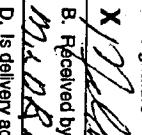
2. Article Number  
(Transfer from service label) 7003 1016 001 6348 5591

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRM-03-P-4081

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature   
X Michael E. Conway  
B. Received by (Printed Name) Michael E. Conway  
C. Date of Delivery 1-16-01  
D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

Michael E. Conway  
497 Leconte Mill Road  
Leconte Mill, PA 16880

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

 Yes

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

Received From:

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

One piece of ordinary mail addressed to:  
 Michael E. Conway  
 497 Leconte Mill Road  
 Leconte Mill, PA 16880

PS Form 3817, Mar. 1989

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> ®	
<b>OFFICIAL USE</b>	

Postage	\$ 1.60
Certified Fee	\$ 2.30
(Endorsement Required)	1.75
Return Receipt Fee (Endorsement Required)	\$ 1.65
Total Postage & Fees	

7003 1016 001 6348 5591

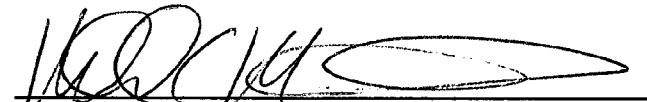
Send to	Michael E. Conway 497 Leconte Mill Road Leconte Mill, PA 16880
Street, Apt. No., or P.O. Box No.	497 Leconte Mill Road Leconte Mill, PA 16880
City, State, ZIP+4	

PS Form 3800, June 2002

See Reverse for Instructions

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

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

Date:

4-23-04

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

CSB BANK, Plaintiff

VS-

H. DEAN CONWAY and  
MILDRED E. CONWAY, Defendants

COMPLAINT IN MORTGAGE  
FORECLOSURE

11/10/87  
200 AMG  
Atty for Plaintiff

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.**

**CONWAY, H. DEAN & MILDRED E.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket #** 15483

**04-564-CD**

**SHERIFF RETURNS**

NOW APRIL 28, 2004 AT 8:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MILDRED E. CONWAY, DEFENDANT AT RESIDENCE, 497 LECONTES MILLS ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MILDRED E. CONWAY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

NOW APRIL 28, 2004 AT 8:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON H. DEAN CONWAY, DEFENDANT AT RESIDENCE, 497 LECONTES MILLS ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MILDRED E. CONWAY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
34.12	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 33898</b>
20.00	<b>SURCHARGE PAID BY: ATTY CK# 33903</b>

---

**Sworn to Before Me This**

17 Day Of May 2004  
William A. Shaw

**So Answers,**



**Chester A. Hawkins**

**Sheriff**

**FILED**

*O 1:35 PM*  
**MAY 17 2004**

**William A. Shaw  
Prothonotary**

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

CSB BANK,

Plaintiff

: No. 04 - 564 -CD

: Type of Case: Civil Action

: Type of Pleading: Praecipe  
For Default Judgment

-vs-

H. DEAN CONWAY and  
MILDRED E. CONWAY,  
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

FILED

JUN 23 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. 04 - 564 - CD  
: :  
-vs- : IN MORTGAGE FORECLOSURE  
: :  
H. DEAN CONWAY and :  
MILDRED E. CONWAY, :  
Defendants :  
:

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY:

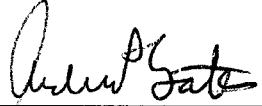
Enter Judgment in favor of CSB BANK, Plaintiff herein, and against Defendants herein, H. Dean Conway and Mildred E. Conway, for their failure to file a timely Answer to the Complaint which was served upon them as indicated in the Sheriff's Affidavit of Service, in the following amounts:

(a) Outstanding principal balance	\$ 88,912.44
(b) Accrued interest through March 10, 2004	\$ 3,110.14
(c) Late fees through March 10, 2004	\$ 276.18
(d) Attorney fees	\$ 1,000.00
TOTAL	\$ 93,298.76**

plus per diem interest from March 10, 2004 of \$20.3757 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 May 21, 2004. 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: June 23, 2004

Sworn to and subscribed before me  
this 23 day of June, 2004

  
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. 04 - 564 - CD  
-vs- : IN MORTGAGE FORECLOSURE  
H. DEAN CONWAY and MILDRED :  
E. CONWAY, Defendants :

TO: H. Dean Conway  
497 Lecontes Mills Road  
Lecontes Mills, PA 16850

DATE OF NOTICE: May 21, 2004

**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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

  
Andrew P. Gates, Esquire,  
Attorney for Plaintiff

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

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

CSB BANK, Plaintiff : No. 04 - 564 - CD  
-vs- : IN MORTGAGE FORECLOSURE  
H. DEAN CONWAY and MILDRED :  
E. CONWAY, Defendants :

TO: Mildred E. Conway  
497 Lecontes Mills Road  
Lecontes Mills, PA 16850

DATE OF NOTICE: May 21, 2004

**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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

  
Andrew P. Gates, Esquire,  
Attorney for Plaintiff

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

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

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

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

One piece of ordinary mail addressed to:  
**H. Dean Conway**  
 497 Lecontes Mills Road  
 Lecontes Mills, PA 16850

PS Form 3817, January 2001

0000

U.S. POSTAL SERVICE  
 CLEARFIELD, PA  
 MAY 16 2001  
 AMOUNT PAID

U.S. POSTAGE  
 CLEARFIELD, PA  
 MAY 16 2001  
 AMOUNT PAID

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:  
**Mildred E. Conway**  
 497 Lecontes Mills Road  
 Lecontes Mills, PA 16850

PS Form 3817, January 2001

0000

U.S. POSTAL SERVICE  
 CLEARFIELD, PA  
 MAY 16 2001  
 AMOUNT PAID

U.S. POSTAGE  
 CLEARFIELD, PA  
 MAY 16 2001  
 AMOUNT PAID

FILED  
JUN 23 2004  
Notice to Diffs.  
William A. Shaw  
Prothonotary/Clerk of Courts

*COPY*

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

CSB BANK, Plaintiff

No. 04-564-CD

vs

H. DEAN CONWAY and

MILDRED E. CONWAY, Defendants

TO: H. Dean Conway  
497 LeContes Mills Road  
LeContes Mills, PA 16850

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$ 93,298.76\*\* on June 23, 2004.

\*\*plus per diem interest from March 10, 2004 of \$20.3757 per day.

William A. Shaw, Prothonotary

By \_\_\_\_\_  
Deputy

*COPY*

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

CSB BANK, Plaintiff

No. 04-564-CD

vs

H. DEAN CONWAY and

MILDRED E. CONWAY, Defendants

TO: Mildred E. Conway  
497 LeContes Mills Road  
LeContes Mills, PA 16850

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$ 93,298.76\*\* on June 23, 2004.

\*\*plus per diem interest from March 10, 2004 of \$20.3757 per day.

William A. Shaw, Prothonotary

By \_\_\_\_\_  
Deputy

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

COPY

CSB Bank  
Plaintiff(s)

No.: 2004-00564-CD

Real Debt: \$93,298.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

H. Dean Conway  
Mildred E. Conway  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 23, 2004

Expires: June 23, 2009

Certified from the record this 23rd day of June, 2004.

---

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  
CIVIL ACTION - LAW

CSB BANK, Plaintiff : No. 04 - 564 - CD  
:   
-vs- : IN MORTGAGE FORECLOSURE  
:   
H. DEAN CONWAY and MILDRED :  
E. CONWAY, 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 \$ 93,298.76  
entered June 23, 2004, which  
includes per diem interest  
through March 10, 2004

Interest at \$20.3757 per day from  
March 10, 2004 to date of  
Sheriff's Sale

\$ \_\_\_\_\_

SUBTOTAL

\$ \_\_\_\_\_

[Costs to be added]

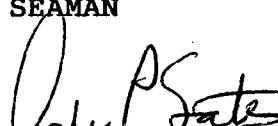
Prothonotary costs \$ 125.00

TOTAL

\$ \_\_\_\_\_

GATES & SEAMAN

By

  
\_\_\_\_\_  
Attorneys for Plaintiff,  
CSB Bank

Date: July 13, 2004

FILED

JUL 13 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED** 1000 hours  
Or 4:00 PM  
to Sheriff  
JUL 13 2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. 20.00

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

CSB BANK, Plaintiff : No. 04 - 564 - CD  
-vs- : IN MORTGAGE FORECLOSURE  
H. DEAN CONWAY and MILDRED :  
E. CONWAY, 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 Village of LeContes Mills, Girard Township, 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>
H. Dean Conway	497 LeContes Mills Road LeContes Mills, PA 16850
Mildred E. Conway	497 LeContes Mills Road LeContes Mills, PA 16850

2. Name and address of Defendant(s):

<u>Name</u>	<u>Address</u>
H. Dean Conway	497 LeContes Mills Road LeContes Mills, PA 16850
Mildred E. Conway	497 LeContes Mills Road LeContes Mills, PA 16850

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 P. O. Box 29  
Curwensville, PA 16833

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.

None

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:

Melanie Martell,  
Girard Township Tax Collector  
P. O. Box 5  
LeContes Mills, PA 16850

ALL that certain piece or parcel of ground situate in the Village of LeContes Mills, Township of Girard, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of L. R. 17052, said point being the Northwest corner of the parcel herein described; thence by L. R. 17052, North 65° 25' 45" East, 81.35' to a point; thence in part by S. R. 1008 and land of June Ondo and Judy Bell, South 22° 28' 45" East, 150.00' to a point; thence by land now or formerly of Naomi DeConna, South 67° 31' 15" West, 26' to a point; thence in part by land of Naomi DeConna and S. R. 1008, South 65° 25' 45" West, 116.67' to a point; thence by land now or formerly of Floyd Martell, North 29° 58' 05" West, 82.78' to a point; thence still by land now or formerly of Floyd Martell and also by a 10' common use right-of-way North 60° 03' 30" East, 52.00' to a point; thence still by land now or formerly of Floyd Martell North 29° 58' 06" West, 63.00' to a point and place of beginning. Containing 0.623 acre.

This Deed is subject to a 10' common use right-of-way lying South of the existing garage situate on the adjoining parcel now or formerly of Floyd Martell. Said right-of-way to be shared jointly by the Grantee and the adjoinder, Floyd Martell, his heirs, executors and assigns.

EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed by the Grantors to Girard Township by Deed dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200002973. Said property is bounded and described as follows:

BEGINNING on the eastern edge of the right-of-way of Township Road 895 (formerly State Route 1008) at the point of its intersection with the eastern boundary of land of the Grantors; thence along the boundary between said land of the Grantors and land now or formerly of June Ondo and Judy Bell South 22 degrees 28 minutes 45 seconds East, a distance of 59.10 feet to a point; thence through land of the Grantors South 67 degrees 31 minutes 15 seconds West, a distance of 60.20 feet to a point on the eastern edge of the right-of-way of said Township Road 895; thence along said right-of-way in a northeasterly direction, a distance of 85.20 feet to a point and place of beginning. Containing 1,778.56 square feet, as shown on the survey map of Samuel B. Yost, dated December 6, 1999.

ALSO EXCEPTING AND RESERVING the area subject to the right-of-way granted to the Pennsylvania Department of Transportation, now Girard Township, for Township Road 895, formerly known as State Route 1008, of which the following 3,472.01 square feet was released from the aforesaid right-of-way and is included in this conveyance by the Grantors to the Grantees:

BEGINNING at the northwest corner of the right-of-way of Township Road 895 at its intersection with the southern boundary of the right-of-way of Township Road 143; thence North 65 degrees 25 minutes 45 seconds East, a distance of 19.5 feet to a pk nail (set) on the southern boundary of the right-of-way of said Township Route 143; thence through the land of Girard Township right-of-way South 39 degrees 56 minutes 44 seconds East, a distance of 80.36 feet to a 3/4" rebar (set) and South 48 degrees 46 minutes 37 seconds West, a distance

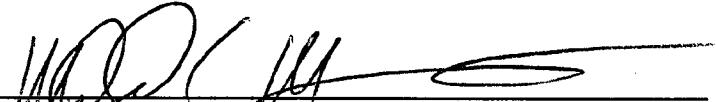
of 113.86 feet to a 3/4" rebar (set) along the eastern boundary of land now or formerly of Floyd C. Martell; thence along the land of Martell North 32 degrees 44 minutes 4 seconds West, a distance of 11.5 feet to a 3/4" rebar (set) on the northern boundary of the right-of-way of Township Route 895; thence along the boundary between the right-of-way line of Township Road 895 and land of Frank V. Humberson and Kathie A. Humberson North 48 degrees 46 minutes 37 seconds East, a distance of 71.2 feet and North 7 degrees 13 minutes 55 seconds East, a distance of 129.57 feet to a point on the southern boundary of the right-of-way of Township Road 143 and place of beginning. Containing 3,472.01 square feet as shown on the survey map of Samuel B. Yost dated December 6, 1999, and attached to the quit-claim deed from Girard Township to Frank V. Humberson and Kathy A. Humberson, and recorded in Clearfield County Recorder's Office as Instrument No. 200003297.

**ALSO EXCEPTING AND RESERVING** from this conveyance all the coal, clay, gas, oil and other minerals unto the Grantors' predecessors in title. And further the predecessors in title to be relieved from any damages that may be caused to the surface by reason of subsidence or loss of water, resulting from the removal of the minerals under the premises herein conveyed or adjoining property, free from all damages to the Grantees by reason of the said manufacture and removal of minerals and for the purposes of removing minerals herein reserved, the same to include oil and gas.

**BEING** the same premises granted and conveyed unto H. Dean Conway and Mildred E. Conway, husband and wife, by Deed of Frank V. Humberson, a single individual, and Cathie A. Humberson, a/k/a Kathy A. Humberson, a single individual, dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200003298.

**BEING FURTHER IDENTIFIED** as Clearfield County Tax Map No. 114-6-643-19 as shown on the assessment map for the records of Clearfield County, Pennsylvania.

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 Matten, Senior Vice President  
CSB Bank

Dated: July 13, 2004

**COPY**

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

CSB BANK, Plaintiff : No. 0 - 564 - CD  
-vs- : IN MORTGAGE FORECLOSURE  
H. DEAN CONWAY and MILDRED :  
E. CONWAY, Defendants :  
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:  
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due (as per judgment \$ 93,298.76  
entered June 23, 2004, which  
includes interest through  
March 10, 2004)

Interest of \$20.3757 per day  
from March 10, 2004 to date of  
Sheriff's Sale:

\$ \_\_\_\_\_

**SUBTOTAL** \$

[Costs to be added] Prothonotary fees \$ 125.00

**TOTAL** \$

William B. Hall

Seal of the Court

Date 7-13-04

**ALL** that certain piece or parcel of ground situate in the Village of LeContes Mills, Township of Girard, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a point in the southern right-of-way line of L. R. 17052, said point being the Northwest corner of the parcel herein described; thence by L. R. 17052, North 65° 25' 45" East, 81.35' to a point; thence in part by S. R. 1008 and land of June Ondo and Judy Bell, South 22° 28' 45" East, 150.00' to a point; thence by land now or formerly of Naomi DeConna, South 67° 31' 15" West, 26' to a point; thence in part by land of Naomi DeConna and S. R. 1008, South 65° 25' 45" West, 116.67' to a point; thence by land now or formerly of Floyd Martell, North 29° 58' 05" West, 82.78' to a point; thence still by land now or formerly of Floyd Martell and also by a 10' common use right-of-way North 60° 03' 30" East, 52.00' to a point; thence still by land now or formerly of Floyd Martell North 29° 58' 06" West, 63.00' to a point and place of beginning. Containing 0.623 acre.

This Deed is subject to a 10' common use right-of-way lying South of the existing garage situate on the adjoining parcel now or formerly of Floyd Martell. Said right-of-way to be shared jointly by the Grantee and the adjoining, Floyd Martell, his heirs, executors and assigns.

**EXCEPTING AND RESERVING** all that certain piece or parcel of land conveyed by the Grantors to Girard Township by Deed dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200002973. Said property is bounded and described as follows:

**BEGINNING** on the eastern edge of the right-of-way of Township Road 895 (formerly State Route 1008) at the point of its intersection with the eastern boundary of land of the Grantors; thence along the boundary between said land of the Grantors and land now or formerly of June Ondo and Judy Bell South 22 degrees 28 minutes 45 seconds East, a distance of 59.10 feet to a point; thence through land of the Grantors South 67 degrees 31 minutes 15 seconds West, a distance of 60.20 feet to a point on the eastern edge of the right-of-way of said Township Road 895; thence along said right-of-way in a northeasterly direction, a distance of 85.20 feet to a point and place of beginning. Containing 1,778.56 square feet, as shown on the survey map of Samuel B. Yost, dated December 6, 1999.

**ALSO EXCEPTING AND RESERVING** the area subject to the right-of-way granted to the Pennsylvania Department of Transportation, now Girard Township, for Township Road 895, formerly known as State Route 1008, of which the following 3,472.01 square feet was released from the aforesaid right-of-way and is included in this conveyance by the Grantors to the Grantees:

**BEGINNING** at the northwest corner of the right-of-way of Township Road 895 at its intersection with the southern boundary of the right-of-way of Township Road 143; thence North 65 degrees 25 minutes 45 seconds East, a distance of 19.5 feet to a pk nail (set) on the southern boundary of the right-of-way of said Township Route 143; thence through the land of Girard Township right-of-way South 39 degrees 56 minutes 44 seconds East, a distance of 80.36 feet to a 3/4" rebar (set) and South 48 degrees 46 minutes 37 seconds West, a distance

of 113.86 feet to a 3/4" rebar (set) along the eastern boundary of land now or formerly of Floyd C. Martell; thence along the land of Martell North 32 degrees 44 minutes 4 seconds West, a distance of 11.5 feet to a 3/4" rebar (set) on the northern boundary of the right-of-way of Township Route 895; thence along the boundary between the right-of-way line of Township Road 895 and land of Frank V. Humberson and Kathie A. Humberson North 48 degrees 46 minutes 37 seconds East, a distance of 71.2 feet and North 7 degrees 13 minutes 55 seconds East, a distance of 129.57 feet to a point on the southern boundary of the right-of-way of Township Road 143 and place of beginning. Containing 3,472.01 square feet as shown on the survey map of Samuel B. Yost dated December 6, 1999, and attached to the quit-claim deed from Girard Township to Frank V. Humberson and Kathy A. Humberson, and recorded in Clearfield County Recorder's Office as Instrument No. 200003297.

**ALSO EXCEPTING AND RESERVING** from this conveyance all the coal, clay, gas, oil and other minerals unto the Grantors' predecessors in title. And further the predecessors in title to be relieved from any damages that may be caused to the surface by reason of subsidence or loss of water, resulting from the removal of the minerals under the premises herein conveyed or adjoining property, free from all damages to the Grantees by reason of the said manufacture and removal of minerals and for the purposes of removing minerals herein reserved, the same to include oil and gas.

**BEING the same premises granted and conveyed unto H. Dean Conway and Mildred E. Conway, husband and wife, by Deed of Frank V. Humberson, a single individual, and Cathie A. Humberson, a/k/a Kathy A. Humberson, a single individual, dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200003298.**

**BEING FURTHER IDENTIFIED** as Clearfield County Tax Map No. 114-6-643-19 as shown on the assessment map for the records of Clearfield County, Pennsylvania.

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

CSB BANK,

Plaintiff : No. 04 - 564 - CD

-vs- : IN MORTGAGE FORECLOSURE

H. DEAN CONWAY and MILDRED  
E. CONWAY, 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, 2004, 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) Melanie Martell,  
Girard Township Tax Collector  
P. O. Box 5  
LeContes Mills, PA 16850

FILED  
10/2/2004  
OCT 04 2004  
10/2/2004  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

GATES & SEAMAN

By

Andrew P. Gates, Esquire

Sworn to and subscribed before  
me this 30<sup>th</sup> day of September, 2004.

Rose M. Raymond

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

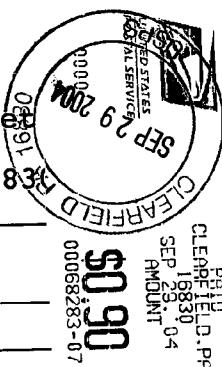
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

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

One piece of ordinary mail addressed to:  
**Clearfield County Tax Claim Bureau**  
**Courthouse Annex**  
230 East Market Street  
Clearfield, PA 16830

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:  
**Melanie Martell, Girard Township Tax**  
**Collector**  
**P. O. Box 5**  
**LeContes Mills, PA 16850**

PS Form 3817, January 2001

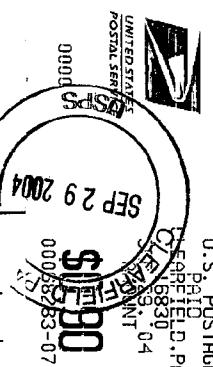


EXHIBIT "A"

FILED

OCT 04 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16280  
NO: 04-564-CD

PLAINTIFF: CSB BANK

vs.

DEFENDANT: H. DEAN CONWAY AND MILDRED E. CONWAY

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 07/14/2004

LEVY TAKEN 09/23/2004 @ 2:15 PM

POSTED 09/25/2004 @ 2:15 PM

SALE HELD 02/04/2005

SOLD TO CSB BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/06/2005

DATE DEED FILED 05/06/2005

PROPERTY ADDRESS BOX 53, ROUTE 17052 LECONTES MILLS , PA 16850

CF FILED  
010:3381  
MAY 06 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

09/23/2005 @ 2:15 PM SERVED H. DEAN CONWAY

SERVED H. DEAN CONWAY, DEFENDANT, AT HIS RESIDENCE 497 LECONTES MILLS ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA. BY HANDING TO MILDRED E. CONWAY, WIFE/DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

09/25/2004 @ 2:15 PM SERVED MILDRED E. CONWAY

SERVED MILDRED E. CONWAY, DEFENDANT, AT HER RESIDENCE 497 LECONTES MILLS ROAD, LECONTES MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MILDRED E. CONWAY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16280  
NO: 04-564-CD

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DEFENDANT: H. DEAN CONWAY AND MILDRED E. CONWAY

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$239.94

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,

*Chester Hawkins*  
*Sig: Cynthia Bitter, Deputy Sheriff*  
Chester A. Hawkins  
Sheriff

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

CSB BANK, :  
Plaintiff : No. 04- 564 - CD  
-vs- : IN MORTGAGE FORECLOSURE  
H. DEAN CONWAY and MILDRED :  
E. CONWAY, 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 \$ 93,298.76  
entered June 23, 2004, which  
includes interest through  
March 10, 2004)

Interest of \$20.3757 per day  
from March 10, 2004 to date of  
Sheriff's Sale:

\$ \_\_\_\_\_

SUBTOTAL \$

[Costs to be added] Prothonotary costs \$ 125.00

TOTAL \$

Willie L. Shanahan

Seal of the Court

Date 7-13-04

Received July 14, 2004 @ 12:45 PM.

Cheston A. Hawkins

by Cynthia Butler-Augustbaugh

ALL that certain piece or parcel of ground situate in the Village of LeContes Mills, Township of Girard, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of L. R. 17052, said point being the Northwest corner of the parcel herein described; thence by L. R. 17052, North 65° 25' 45" East, 81.35' to a point; thence in part by S. R. 1008 and land of June Ondo and Judy Bell, South 22° 28' 45" East, 150.00' to a point; thence by land now or formerly of Naomi DeConna, South 67° 31' 15" West, 26' to a point; thence in part by land of Naomi DeConna and S. R. 1008, South 65° 25' 45" West, 116.67' to a point; thence by land now or formerly of Floyd Martell, North 29° 58' 05" West, 82.78' to a point; thence still by land now or formerly of Floyd Martell and also by a 10' common use right-of-way North 60° 03' 30" East, 52.00' to a point; thence still by land now or formerly of Floyd Martell North 29° 58' 06" West, 63.00' to a point and place of beginning. Containing 0.623 acre.

This Deed is subject to a 10' common use right-of-way lying South of the existing garage situate on the adjoining parcel now or formerly of Floyd Martell. Said right-of-way to be shared jointly by the Grantee and the adjoining, Floyd Martell, his heirs, executors and assigns.

EXCEPTING AND RESERVING all that certain piece or parcel of land conveyed by the Grantors to Girard Township by Deed dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200002973. Said property is bounded and described as follows:

BEGINNING on the eastern edge of the right-of-way of Township Road 895 (formerly State Route 1008) at the point of its intersection with the eastern boundary of land of the Grantors; thence along the boundary between said land of the Grantors and land now or formerly of June Ondo and Judy Bell South 22 degrees 28 minutes 45 seconds East, a distance of 59.10 feet to a point; thence through land of the Grantors South 67 degrees 31 minutes 15 seconds West, a distance of 60.20 feet to a point on the eastern edge of the right-of-way of said Township Road 895; thence along said right-of-way in a northeasterly direction, a distance of 85.20 feet to a point and place of beginning. Containing 1,778.56 square feet, as shown on the survey map of Samuel B. Yost, dated December 6, 1999.

ALSO EXCEPTING AND RESERVING the area subject to the right-of-way granted to the Pennsylvania Department of Transportation, now Girard Township, for Township Road 895, formerly known as State Route 1008, of which the following 3,472.01 square feet was released from the aforesaid right-of-way and is included in this conveyance by the Grantors to the Grantees:

BEGINNING at the northwest corner of the right-of-way of Township Road 895 at its intersection with the southern boundary of the right-of-way of Township Road 143; thence North 65 degrees 25 minutes 45 seconds East, a distance of 19.5 feet to a pk nail (set) on the southern boundary of the right-of-way of said Township Route 143; thence through the land of Girard Township right-of-way South 39 degrees 56 minutes 44 seconds East, a distance of 80.36 feet to a 3/4" rebar (set) and South 48 degrees 46 minutes 37 seconds West, a distance

of 113.86 feet to a 3/4" rebar (set) along the eastern boundary of land now or formerly of Floyd C. Martell; thence along the land of Martell North 32 degrees 44 minutes 4 seconds West, a distance of 11.5 feet to a 3/4" rebar (set) on the northern boundary of the right-of-way of Township Route 895; thence along the boundary between the right-of-way line of Township Road 895 and land of Frank V. Humberson and Kathie A. Humberson North 48 degrees 46 minutes 37 seconds East, a distance of 71.2 feet and North 7 degrees 13 minutes 55 seconds East, a distance of 129.57 feet to a point on the southern boundary of the right-of-way of Township Road 143 and place of beginning. Containing 3,472.01 square feet as shown on the survey map of Samuel B. Yost dated December 6, 1999, and attached to the quit-claim deed from Girard Township to Frank V. Humberson and Kathy A. Humberson, and recorded in Clearfield County Recorder's Office as Instrument No. 200003297.

ALSO EXCEPTING AND RESERVING from this conveyance all the coal, clay, gas, oil and other minerals unto the Grantors' predecessors in title. And further the predecessors in title to be relieved from any damages that may be caused to the surface by reason of subsidence or loss of water, resulting from the removal of the minerals under the premises herein conveyed or adjoining property, free from all damages to the Grantees by reason of the said manufacture and removal of minerals and for the purposes of removing minerals herein reserved, the same to include oil and gas.

BEING the same premises granted and conveyed unto H. Dean Conway and Mildred E. Conway, husband and wife, by Deed of Frank V. Humberson, a single individual, and Cathie A. Humberson, a/k/a Kathy A. Humberson, a single individual, dated February 19, 2000, and recorded in the Clearfield County Recorder's Office as Instrument No. 200003298.

BEING FURTHER IDENTIFIED as Clearfield County Tax Map No. 114-6-643-19 as shown on the assessment map for the records of Clearfield County, Pennsylvania.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME H. DEAN CONWAY

NO. 04-564-CD

NOW, February 04, 2005, 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 February 04, 2005, I exposed the within described real estate of H. Dean Conway And Mildred E. Conway 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 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	93,298.76
MILEAGE	15.00	INTEREST @ 20.3800 %	6,745.78
LEVY	9.75	FROM 03/10/2004 TO 02/04/2005	
MILEAGE	9.75	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.44	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	<b>TOTAL DEBT AND INTEREST</b>	<b>\$100,084.54</b>
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
	5.00	ADVERTISING	808.50
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES	20.00	TAXES - TAX CLAIM	2,732.76
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$239.94</b>	LIEN SEARCH	200.00
<b>DEED COSTS:</b>		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	30.50
REGISTER & RECORDER	30.50	SHERIFF COSTS	239.94
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	391.50
<b>TOTAL DEED COSTS</b>	<b>\$30.50</b>	PROTHONOTARY	125.00
		MORTGAGE SEARCH	80.00
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$4,613.20</b>

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

CHESTER A. HAWKINS, Sheriff

LAURANCE B. SEAMAN  
ANDREW P. GATES

LAW OFFICES  
**GATES & SEAMAN**  
TWO NORTH FRONT STREET  
P. O. BOX 848  
CLEARFIELD, PA. 16830  
  
(814) 765-1766  
FAX (814) 765-1488

JOHN S. GATES  
(1917-1964)

November 3, 2004

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

Re: CSB Bank, Plaintiff vs.  
H. Dean Conway and Mildred E. Conway, Defendants  
In Mortgage Foreclosure  
Case Numbers: No. 04 - 564 - CD  
No. 04 - 565 - CD and  
No. 04 - 566 - CD

Dear Sheriff Hawkins:

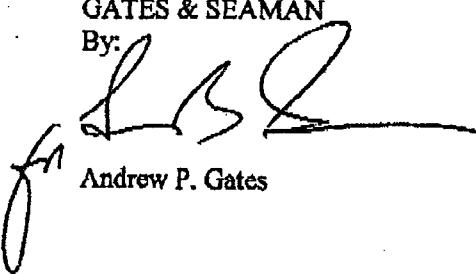
This morning we were advised by CSB Bank that Mr. and Mrs. Conway have filed for protection under Bankruptcy Laws. In light of that, kindly continue the sales scheduled for November 5, 2004 in the three above-mentioned cases to February 4, 2005, the last date you have scheduled for sales within one hundred (100) days of this scheduled sale date.

Thank you.

Very truly yours,

**GATES & SEAMAN**

By:

  
Andrew P. Gates

APG/fmr  
xc: Craig Witherow, Collection Manager

**FILED**

**MAY 06 2005**

William A. Shaw  
Prothonotary/Clerk of Courts