

04-1779-CD
BANK OF AMERICA et al. vs. BERNICE C. ESHELMAN

Bank of America et al vs Bernice Eshelman
2004-1779-CD

LAW OFFICES OF GREGORY JAVARDIAN

BY: GREGORY JAVARDIAN

ID# 55669

1310 INDUSTRIAL BOULEVARD

1ST FLOOR, SUITE 101

SOUTHAMPTON, PA 18966

(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M

FLEET NATIONAL BANK

NC 4-105-02-63 4161

PIEDMONT PARKWAY

GREENSBORO, NC 2740-8110

PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

VS.

NO. 04-1779-4)

BERNICE C. ESHELMAN

215 STATE STREET

CURWENSVILLE, PA 16833

DEFENDANT

COMPLAINT IN
MORTGAGE FORECLOSURE

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense 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 NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 Ext. 5982

FILE
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NOV 0 2 2003
100 to atty
100 to shh

William
Proth.

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
NC 4-105-02-63 4161
PIEDMONT PARKWAY
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PLAINTIFF

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CLEARFIELD COUNTY

VS.

NO.

BERNICE C. ESHELMAN
215 STATE STREET
CURWENSVILLE, PA 16833
DEFENDANT

COMPLAINT IN
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America s/b/m Fleet National Bank, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Bernice C. Eshelman, (hereinafter referred to as "Defendant") is an adult individual residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between Defendant and itself as Mortgagee. The Mortgage, dated July 10, 2002, was recorded on August 19, 2002 in the Office of the Recorder of Deeds in Clearfield County in Mortgage Book and Page 200213225. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by Defendant on July 10, 2002 in the original principal amount of \$60,000.00 payable to Plaintiff in monthly installments with an interest rate of 7.24%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.

5. The land subject to the mortgage is
215 State Street, Curwensville, PA 16833. A copy of the Legal Description is attached as part of the Mortgage as Exhibit 'A' and incorporated herein.
6. The Defendant is the record owner of the mortgaged property located at 215 State Street, Curwensville, PA 16833.
7. The Mortgage is now in default due to the failure of Defendant to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$56,283.87
Interest to 10/24/2004	1,455.79
Mortgage Discharge Fees	28.50
Title Expense	225.00
Cost of Suit	550.00
Attorney's Fees	1,000.00
TOTAL	\$59,543.16

plus interest from 10/25/2004 at \$11.13 per day, costs of suit and attorney fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Homeowners' Emergency Mortgage Assistance was required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendant by regular and certified mail on September 22, 2004. A copy of the Notice is attached and made a part hereof as Exhibit 'C'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant, in the sum of \$59,543.16 together with the interest from 10/25/2004 at \$11.13 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

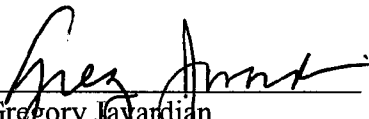
BY: 
Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

Exhibit 'A'

Fleet Bank
Mortgage
(for use in CT, FL, MA, ME,
PA and RI)

Principal Loan Amount: U.S. \$

\$60,000.00

Maturity Date:

06/11/17

Borrower(s)/Mortgagor(s):

BERNICE C. RSHELMAN

Property Address:

**215 STATE ST CLEARFIELD CURNENSVILLE,
PA 16833**

Mailing Address:

**215 STATE ST CURNENSVILLE, PA
168331629**

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee ("Lender"):

Name of Lender:

FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND

Lender's Address for Notices:

**RETAIL LOAN SERVICING
315-317 COURT STREET
P.O. BOX 3092
UTICA, NY 13502**

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note in favor of Lender in the Principal Loan Amount set forth above, which note was dated the same date as this Mortgage and is due and payable in full by the Maturity Date set forth above (the "Note"), together with interest thereon and all renewals, extensions, and conversions of or modifications to the Note; the payment of all other sums provided in the Note or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Note, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Florida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to, and not exclusive of, rights conferred under Sections 254, 271, 272 and 291-P of the New York Real Property Law.

PROPERTY UNDER MORTGAGE

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, and Other Charges.** Borrower shall promptly pay, when due, the principal and interest indebtedness secured by the Mortgage and any other charges due under the Note. (PA customers only; including a late fee in the amount of \$ 27.37 for each late payment).

Recording Copy

01986496

22.60

2. **Application of Payments.** Unless otherwise provided in the Note or required by applicable law, all payments received by Lender shall be applied first to interest accrued through the date of payment, then to principal due to the date of payment, then to other charges, if any, that have not been added to principal and, finally, to principal that is not yet due.

3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any leasehold payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.

4. **Hazard and Flood Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smallest of: (a) the amount of any obligation having priority over this Mortgage, plus one hundred ten percent (110%) of the unpaid balance of principal and interest on the Note; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) the maximum amount permitted by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. **Preservation and Maintenance of Property; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligations under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Recording Copy

Page 2 of 6

If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to: (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interests of the unit owners in the project; or (c) the effectuation of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.

7. Inspection. Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, is hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Note; and (b) any notice required or permitted to be given to Lender under this Mortgage shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

Recording copy

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Note that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Note are declared to be severable.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

14. Events of Default. Borrower shall be in default under this Mortgage if: (1) Borrower fails to make any payment due under the Note or this Mortgage within 10 days of its due date (60 days, if you paid any prepaid finance charge and this is a secondary mortgage on a 1- to 4-family dwelling located in Connecticut); (2) Borrower breaks any of the promises or agreements in the Note or in this Mortgage; (3) Borrower has made any false or misleading statements in connection with the Note or this Mortgage; (4) a petition is filed by or against any person liable on the Note under any bankruptcy or insolvency law; (5) any person liable on the Note dies or becomes unable to manage his or her affairs; (6) the value of the Property is significantly impaired; (7) anything else happens that Lender reasonably believes affects Borrower's ability to repay the Note; (8) Borrower fails to furnish any updated financial statement or other credit information Lender requests from time to time; or (9) Borrower fails to permit Lender, at Lender's request, to inspect or appraise the Property from time to time.

15. Acceleration; Remedies. On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fees to the extent permitted by law. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

16. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

17. Waiver of Homestead; Dower and Curtesy. When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.

18. Release. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of filing the satisfaction of mortgage.

19. New York Lien Law. If the Note and Mortgage are governed by New York law, the Borrower (a) will receive all amounts advanced under the Note subject to the trust fund provisions of Section 13 of the New York Lien Law and agrees to use any money received from Lender under the Note for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose; and (b) hereby requests exemption pursuant to Section 253 (2) of the New York Tax Law, if applicable.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE TO CONSUMER: 1. Do not sign this Mortgage before you read it.
2. You are entitled to a copy of this Mortgage.

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 5TH day of JUNE (month), 2002. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

(Signature of Witness One)
Printed Name:

(Mortgagor/Borrower Signature)
Printed Name: BERNICE C. ESHELMAN

(Signature of Witness Two)
Printed Name:

(Signature of Witness One)
Printed Name:

(Mortgagor/Borrower Signature)
Printed Name:

(Signature of Witness Two)
Printed Name:

(Signature of Witness One)
Printed Name:

(Mortgagor/Borrower Signature)
Printed Name:

(Signature of Witness Two)
Printed Name:

(Signature of Witness One)
Printed Name:

(Mortgagor/Borrower Signature)
Printed Name:

(Signature of Witness Two)
Printed Name:

(Signature of Witness One)
Printed Name:

(Mortgagor/Borrower Signature)
Printed Name:

(Signature of Witness Two)
Printed Name:

STATE/Commonwealth of PA, SS. Clearfield, Date: 06/06/02, COUNTY

Then personally appeared before me BERNICE C. ESHELMAN

known by me (or satisfactorily proven) to be the Mortgagor(s) named in the foregoing instrument, and acknowledged the execution of such instrument for the purposes contained therein to be his/her/their (circle one) free act and deed. Florida Only: The foregoing instrument was acknowledged before me this 10 day of JULY, 2002, by BERNICE C. ESHELMAN, who is personally known to me or has produced (KNOWN TO ME) as identification.

Printed Name and Address of Person Who Prepared This Mortgage:

Name:

Address:

City, ST, Zip:

Notary Public

Print Name: DENNIS E. BORGER

My Commission Expires: 04-10-05

Florida Only: Notary Public State of Florida Commission

Number:

Notarial Seal
Dennis E. Borger, Notary Public
Clearfield County, Pennsylvania
My Commission Expires Apr. 10, 2005
Member, Pennsylvania Association of Notaries

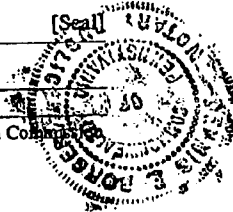


EXHIBIT A
TO
MORTGAGE

Date of Mortgage:
06/06/02

Borrower(s)/Mortgagor(s):
BERNICE C. ESHELMAN

Mortgagee: FLEET NATIONAL BANK,
PRINCIPALLY LOCATED IN RHODE ISLAND
Property Address: 215 STATE ST CLEARFIELD CORMENSVILLE, PA
16833

The Property is located in CORMENSVILLE Borough (city/town), CLEARFIELD (county),

PENNSYLVANIA (state) and is bounded and described as follows:

Being the same property conveyed and described in a Deed
recorded among the land records of the County set forth above:
Deed recorded in Instrument # 199910339)

Parcel ID G-2-19-293-25

Remit all Legal Documents to: ----- Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagee, Fleet Bank

is: 315-317 Court St. Utica NY 13502

Marlene Krowles
Name
Supervisor
Title

71000E Rev. 05/2001

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200213225

RECORDED ON
AUG 19, 2002
2:21:43 PM
Total Pages: 6

RECORDING FEES -	\$17.00
RECORDING	
COUNTY IMPROVEMENT	\$2.00
FUND OF	
RECORDING IMPROVEMENT FUND	\$3.00
STATE WRIT TAX	\$0.50
TOTAL	\$22.50
CUSTOMER	
INTEGRATED LOAN SERVICES	
INC	

County Parcel No. 6.2-I-9-293-00025**This Deed,**MADE the 10th day of June

in the year nineteen hundred and ninety-nine (1999).

BETWEEN Carolyn J. Irwin, an individual and daughter of the GRANTEE, of 442 Schofield Street, Curwensville, Pennsylvania, 16833, party of the First Part, hereinafter called "GRANTOR",

AND

Bernice C. Eshelman, an individual, of 215 State Street, Curwensville, Pennsylvania, 16833, party of the second part, hereinafter called "GRANTEE".

WITNESSETH, That in consideration of mutual love and affection

----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee, her heirs, successors or assigns,

ALL that certain portion, totalling an interest of twenty-five (25%) percent, of property situate in the second ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at the corner of the lot of H. Philip Thompson and at State Street; thence North fifty-seven (57°) degrees forty-five (45') minutes West fifty (50) feet to post; thence North thirty-two (32°) degrees fifteen (15') minutes East one hundred fifty (150) feet to post at private alley; thence by said alley fifty (50) feet to post on line of land of H. Philip Thompson; thence South thirty-two (32°) degrees fifteen (15') minutes West, one hundred fifty (150) feet to post and place of beginning.

BEING the same premises which Dema Spencer, by her deed dated August 1, 1945 and recorded in Clearfield County in Deed Book 369 at Page 312, conveyed to Ross B. Eshelman and Stella R. Eshelman, husband and wife, The said Ross B. Eshelman having since departed this life the entire interest became vested in Stella R. Eshelman.

AND BEING a portion of the same property as was conveyed to GRANTOR herein by the Attorney-in-fact for Stella R. Eshelman on August 8, 1977 and recorded in the Recorder of Deeds Office in Deed Book 743 at page 282. Said GRANTOR having become sole owner of this property upon the death of her husband Robert C. Eshelman.

AND BEING the same premises as was conveyed to GRANTOR herein by Bernice C. Eshelman on December 29, 1997 and recorded in the Recorder of Deeds Office in Deeds and Records Book 1897 at page 97.

This conveyance is made subject to the following covenants, terms and conditions, which are hereby declared to be covenants running with the land, and binding the said GRANTEES, their heirs, executors, administrators and assigns, to wit:

1. That there will not be constructed upon the demised premises any building used for commercial purposes.
2. That no building will be constructed on said demised premises which shall extend in a Southerly direction (towards State Street), than does any part of the residence and building of H. Philip Thompson located upon the lot adjacent on the West side.
3. That any building constructed on said demised premises shall be of brick or stone, or be brick cased, and the roof thereof shall be of fire proof material.
4. That the private alley extending along the rear of this lot, and Westerly from the line of H. Philip Thompson up to Locust Street, shall be for the use of the owner of the demised premises, in common with the owner or owners of other lots adjacent to said private alley.

The aforesaid covenants, terms and conditions being a part of the deed of Dema Spencer to Ross B. Eshelman, et al, dated August 1, 1945 and recorded in Deed Book 369 at Page 312.

For purposes to comply with the Commonwealth's Realty Transfer Tax Laws, it is acknowledged that this conveyance is from daughter to mother, therefore, exempt from all state and local realty transfer taxes.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER

199910339

RECORDED ON

Jun 21, 1999

3:49:35 PM

RECORDING FEES - \$13.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

Eshelman

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal, the day and year first above-written.

Sealed and delivered in the presence of

Tim Morgan

Carolyn J. Irwin [Seal]
Carolyn J. Irwin [Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:

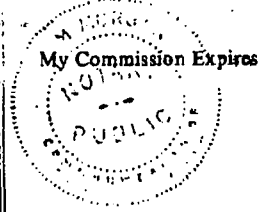
215 State Street
Curwensville, PA 16833

Bernice C. Eshelman
Bernice C. Eshelman ~~Notary Public for Curwensville~~

Commonwealth of Pennsylvania } ss.
County of CLEARFIELD

On this, the 10th day of June 1999, before me Tim Morgan
the undersigned officer, personally appeared Carolyn J. Irwin
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
instrument, and acknowledged that she executed the same for the purpose therein
contained.

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



Tim Morgan
TIM MORGAN, NOTARY

State of } ss.
County of

On this, the day of 19 , before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

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

My Commission Expires

Commonwealth of Pennsylvania } ss.
County of

RECORDED in the Office for Recording of Deeds, etc., in and for the said
County, in Deed Book No. , Page
WITNESS my hand and official seal this day of , 19

Recorder of Deeds

Deed

WARRANTY DEED

The Plankhorn Co., Williamsport, Pa.

CAROLYN J. IRWIN

to

BERNICE C. EHELMAN

Dated June, 1999
For Twenty-five (25%) Percent
Interest in Lot, Second Ward,
Curwensville Borough
Consideration mutual love and affection
Recorded

Entered for Record in the Recorder's

Office of

County, the day of 19 ,

Fees \$

Recorder

Exhibit 'B'

FLEET BANK
CONSUMER NOTE AND SECURITY AGREEMENT
FIXED RATE SIMPLE INTEREST

(CT, FL, MA, ME, NH, NJ,
 NY, PA and RI only)

\$ 60,000.00

Principal Loan Amount

Finance Charge Accrual As Of **JUNE 11, 2002**

Account # **72720022087465**

Date: **JUNE 6, 2002**

In this Note and Security agreement ("Note"), "I", "me", and "my" mean each and all of the persons who signs as Borrower or Co-Borrower. "You", "your", and "Bank" mean:

Name of Bank: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**
 Address for Notices: **Retail Loan Servicing**
315-317 Court Street, P.O. Box 3092
Utica, NY 13502

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total Of Payments (The amount I will have paid after I have made all payments as scheduled.)
7.240 %	\$ 38,528.40	\$ 60,000.00	\$ 98,528.40

PAYMENT SCHEDULE

Number of Payments	Amount of Payments	When Payments Are Due
180	\$547.38	The 11TH day of each month beginning JULY , 2002

SECURITY. I am giving a security interest in the following property (list location, if real estate):

215 STATE ST CLEARFIELD CUEWENSVILLE, PA 16833

FILING FEES AND TAXES. \$ n/a

REQUIRED DEPOSIT. If this loan is secured by a pledge of a deposit account, the annual percentage rate does not take into account the pledged deposit.

CANCELLATION. If I pay off early, I will not be entitled to a refund of any prepaid finance charge. If I pay off within 1 year(s) of the date of this Note, I will be required to pay an early cancellation fee of \$ 250.00.

ASSUMPTION. If this Note is secured, a person who buys the collateral cannot assume the remainder of this loan obligation on its original terms.

LATE CHARGE. If I make a payment late, I will be charged the late charge permitted by law, indicated below:

- ☐ the lesser of 5% of the payment or \$5, if the payment is at least 10 days overdue.
- ☐ the lesser of 5% of the payment or \$10, if the payment is at least 10 days overdue.
- ☒ the lesser of 5% of the payment or \$35, if the payment is at least 10 days overdue.
- ☐ the greater of 7% of the payment or \$12.50, if the payment is at least 10 days overdue.
- ☐ 2% of any payment that is at least 15 days overdue.
- ☐ 3% of any payment that is at least 15 days overdue.
- ☐ 5% of any payment that is at least 15 days overdue.

CONTRACT TERMS. I will read the rest of this Note and any mortgage or other agreement securing it for additional information about nonpayment, default, any required payment in full before the scheduled date, prepayment refunds and penalties.

NOTICE TO CONSUMER: (1) Do not sign this Note before you read it.
 (2) You are entitled to a copy of this Note.

By signing below, I agree to all of the terms of this Note, including the terms on each page of this Note. I also acknowledge receiving a completed copy of this Note and of all other documents and disclosures relating to this Note. If
EXECUTED UNDER SEAL as of the date set forth at the top of this Note.

this Note is secured by my home and I am not using the loan proceeds to purchase or construct that home, I am also acknowledging receipt of two copies of the Notice of Right to Cancel.

Borrower: Bernice C. Eshelman
BERNICE C. ESHELMAN

Co-Borrower: _____

Address: **215 STATE ST CUEWENSVILLE, PA 16833**

Address: _____

CREDIT INSURANCE. Optional credit life and disability insurance is available to borrowers through you (the bank). Credit life insurance is available for the Borrower or Borrower and Co-Borrower. Credit disability insurance is available only to the Borrower. Co-Borrower single credit life and disability insurance is available in PA only. Generally, to be eligible for insurance, borrowers must be between age 18 and 65 at application (no age limit in NJ, 70 in FL for life only) and less than age 70 at the scheduled maturity of the loan (71 in NJ, no age limit in NY or PA, and 71 in FL for life only). The borrower must provide evidence of insurability. You may be retaining or receiving a portion of the premium. If Credit Insurance is elected, a Certificate of Insurance is supplied with this Note.

I CANNOT BE DENIED CREDIT SIMPLY BECAUSE I CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL BE PROVIDED ONLY IF I SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE(S) FOR THE APPLICABLE COVERAGES(S) INDICATED BELOW.

- Borrower:
- ☒ No Insurance
- ☐ Credit Life Insurance
- ☐ Credit Disability Insurance

- Co-Borrower:
- ☐ No Insurance
- ☐ Credit Life Insurance
- ☐ Credit Disability Insurance

Credit Life Insurance Premium: \$ _____

Credit Disability Insurance Premium: \$ _____

Any person who knowingly files an application for disability insurance which contains any material false information commits a fraudulent act which is a crime.

Borrower: Bernice C. Eshelman
BERNICE C. ESHELMAN

Co-Borrower: _____

Date of Birth: _____

Date of Birth: _____

CONSENT TO SECURITY AGREEMENT

In consideration of making this loan, the undersigned hereby grants the Bank a security interest in the Collateral described in the "Security" section of the Note and agrees to be bound by all the terms of the Note applicable to the Collateral. Unless the undersigned signs this Note as a Guarantor, the undersigned is not personally obligated to pay this Note.

The undersigned acknowledges receipt of a completed copy of this Note.

Owner or Co-owner: _____

Date: _____

Owner or Co-owner: _____

Owner or Co-owner: _____

Date: _____

Date: _____

ITEMIZATION OF AMOUNT FINANCED

1. Loan proceeds.....	\$ 14,412.00
2. Prepaid Finance Charge.....	\$ 0.00
3. Net amount paid directly to me (1-2).....	\$ 14,412.00
4. Amount applied to my existing debt to you.....	\$ 0.00
5. Amount paid to others on my behalf.....	\$ 45,588.00
consisting of: †	
a. \$ N/A to public officials (mortgage fee)	1. \$ N/A documentary stamp tax
b. \$ N/A to public officials (mortgage filing fee)	2. \$ N/A intangible tax
c. \$ N/A to public officials (UCC or certificate of debt filing fee)	3. \$ N/A appraisal fee
d. \$ N/A to insurance companies (credit life)	4. \$ N/A title insurance
e. \$ N/A to insurance companies (credit disability)	5. \$ N/A title examination
f. \$ N/A to insurance companies (single interest)	6. \$ N/A documentary preparation
g. \$ 45,588.00 to (name) WACE/ROMBO	7. \$ N/A notary fee
h. \$ N/A to (name)	
i. \$ N/A to (name)	
6. Amount Financed (3+4+5).....	\$ 60,000.00
7. Prepaid Finance Charge.....	\$ 0.00
8. Principal Loan Amount (6+7).....	\$ 60,000.00

† (e) indicates estimated

USE OF LOAN PROCEEDS. I will use the proceeds of this Note primarily for the following purpose:

REFINANCE/DEBT CONSOLIDATION

PROMISE TO PAY. To repay my loan, I promise to pay you, or to your order, the Principal Loan Amount plus interest and other charges provided for in this Note and in any mortgage or other agreement securing this Note.

PAYMENTS. I agree to pay the Principal Loan Amount and interest by making the payments shown above in the Payment Schedule. Any amount not paid sooner is due and payable in full on 06/11/17 (the "Maturity Date"). Because interest is charged on each day's balance, late payments increase the amount I owe, while early payments decrease that amount. My final payment will be adjusted to reflect any greater or lesser amount I owe as the result of the actual dates on which I make payments.

INTEREST. I agree to pay interest on the daily balance of the Principal Loan Amount until paid in full, including after default and acceleration, at a simple annual interest rate of 7.249%. Interest will be computed on the basis of a 365-day year and the actual number of days elapsed.

If checked here ☐, the interest rate stated in the preceding paragraph will be effective on the day of the sixth (6th) payment due date. Until that interest rate becomes effective, I agree to pay interest at a simple interest rate of ____%.

SINGLE INTEREST INSURANCE. If checked here ☐, I must obtain Single Interest Insurance to protect your interest in the Collateral. This insurance is for your sole protection and my interest is not covered. Coverage is available through you. If I obtain this insurance through you, the premium for the full term of the Note will be the amount disclosed in the Itemization of Amount Financed.

SECURITY. My loan will be secured according to the description checked below.

☐ This Note is unsecured.

☒ This Note is secured by a mortgage on the real estate described above in the disclosure section entitled "Security."

☐ I hereby pledge to you the following deposit account, and any additions to, renewals of, or replacements for such account, to secure this Note:
Fleet Account # _____

So long as I am not in default on this Note, I or any other joint owner of the deposit account may make withdrawals from the account, provided the remaining balance of the account equals at least the principal balance of this Note plus an amount you determine, in your sole discretion, to cover accruing interest.

☐ I hereby grant you a security interest in the following personal property, and in any proceeds from, additions to, or replacements for the property to secure this Note:

Make: _____ Model: _____

Year: _____ V.I.N.: _____

Other: _____

Location of Property: _____

All of the property described in this "Security" provision is referred to in this Note as "Collateral."

NATURE OF MY RESPONSIBILITIES. If more than one person signs this Note, each is jointly and severally liable. This means that each person who signs this Note is fully and personally obligated to pay the full amount owed and keep all of the other promises in this Note. You can enforce this Note against any one or more of us or against any of our heirs, executors, or legal representatives. I may not assign this Note to anyone. You may assign this Note and any mortgage or other agreement securing it to another party.

LATE PAYMENTS. If I fail to make a payment on time, you may charge me a late payment penalty as provided in the disclosure section of this Note entitled "Late Charge."

CANCELLATION. I may prepay this Note, in whole or in part, at any time. If I prepay this Note in full, I will not be entitled to a refund of any prepaid finance charges, and you may charge me an early cancellation fee as provided in the disclosure section of this Note entitled "Cancellation". If I prepay in part, I must continue to make regular payments until the Note is paid in full.

RETURNED CHECK CHARGE. If a check or other instrument with which I make a payment on this Note is returned to you unpaid for any reason, I will be charged \$ 20.00. You will waive this fee if my check is drawn on a Fleet Bank deposit account.

MISCELLANEOUS FEES. You may charge me additional fees for extra services, such as providing research and copies of documents.

PROPERTY INSURANCE. I must keep any Collateral that is not in your possession insured to your satisfaction. I may obtain insurance, including any required single interest insurance, from anyone I want that is acceptable to you. I agree to name you as the party to be paid in the event of a loss. You may settle claims and endorse my name on any settlement checks you receive. I hereby assign to you any unearned premiums or refunded premiums for this insurance.

WARRANTIES WITH RESPECT TO COLLATERAL. For the term of this Note I warrant that:

- I own and will keep the Collateral free from all liens (except as disclosed in writing);
- if the Collateral is a motor vehicle or a titled boat, I will be the registered owner, and your security interest will be the only lien shown on any certificate of title issued now or in the future;
- I will not transfer all or any interest in the Collateral to anyone else or permit anyone else to obtain an interest in it;
- I will keep the Collateral in good repair and pay all taxes, insurance, and assessments on it;
- I will keep the Collateral insured with coverage, including comprehensive, fire, theft and collision, that is satisfactory to you.
- I will not use the Collateral or permit anyone else to use it illegally;
- I will notify you in writing if I move or if the Collateral suffers any loss or damage;
- I will not relocate the Collateral at any time without your prior written consent;
- I will permit you to inspect the Collateral at any time; and
- I will sign any documents you consider to be necessary or appropriate to protect your interest in the Collateral.

YOUR RIGHT TO PROTECT THE COLLATERAL. If I do not pay the taxes or insurance premiums due on the Collateral, maintain the Collateral in good condition or repair, or promptly remove any claim against it, you may (but do not have to) do so and charge me the cost. I agree to pay any such amounts immediately on demand. So long as any such amounts remain unpaid, they shall be considered to be additional principal under this Note. My obligation to pay such amounts shall be secured by your interest in the Collateral and I agree to pay interest on such amounts at the rate stated in this Note.

DEFAULT. To the extent permitted under applicable law, I will be in default under this Note if: (1) I fail to make any payment within 10 days of its due date (60 days, if I paid any prepaid finance charge and this Note is secured by a secondary mortgage on a 1- to 4- family dwelling located in Connecticut); (2) I break any of the promises or agreements in this Note or in any mortgage or other agreement securing it; (3) I have made any false or misleading statements in connection with this Note; (4) a petition is filed by or against me under any bankruptcy or insolvency law; (5) I die or become unable to manage my affairs; (6) the value of the Collateral is significantly impaired; (7) anything else happens that you reasonably believe affects my ability to repay this Note; (8) I fail to furnish any updated financial statement or other credit information you request from time to time; or (9) I fail to permit you, at your request, to inspect or appraise the Collateral from time to time. An event of default by or applicable to any borrower, co-borrower, or guarantor shall constitute an event of default by all of them.

SET-OFF. You have the right to set off if I am in default on this Note. Having a right of set-off means that, to the extent permitted by law, you may (but do not have to) apply any balance in any account I maintain with you to satisfy or reduce the balance due under this Note.

CONSEQUENCES OF DEFAULT. If I default, you will have the right to require immediate payment of everything I owe you, subject to any notification or cure periods required under applicable law. If I have purchased credit life or disability insurance, you may cancel the insurance and apply any unearned premiums to the outstanding balance of my Note. You will also have the right to enforce any security interest or mortgage you have in my property. If you repossess any personal property that is part of the Collateral, I will notify you by registered mail promptly (but in any event by not more than 3 days after you take possession of the Collateral) if I claim that the property you repossessed included any property that was not part of the Collateral. If you agree with my claim, I will retake possession of such property within 48 hours or you will consider me to have abandoned it. You may sell Collateral consisting of personal property after repossession at public or private sale. You will give me reasonable notice of the time and place set for any public sale or of the time after which any private sale or other intended disposition of the Collateral is to be made. Unless otherwise required by law, you shall be deemed to have given me reasonable notice if you have mailed written notice to me or to any other person entitled to receive notice at least 10 days before the date on which the sale or other disposition of the Collateral is scheduled to occur. The proceeds of any sale will be applied first to your collection costs and attorneys' fees and the costs of repossessing the Collateral, storing it, preparing it for sale, and selling it. Any remaining proceeds will be applied to the unpaid balance of principal, interest, and other charges due under this Note. If the proceeds of the sale are not sufficient to pay all that I owe, I must pay the deficiency to the extent permitted by law. If the proceeds of the sale exceed the amount I owe, the surplus will be paid to me or to any other person legally entitled to it.

COLLECTION COSTS. To the extent permitted by law, I will pay all of your reasonable collection costs, including court costs and attorneys' fees. If the property securing the Note is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including attorney's fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorney's fees incurred in any appellate and bankruptcy proceedings. If I am successful in asserting any partial defense, set-off, or counterclaim against you, the court may withhold payment of part or all of your attorneys' fees. **New Hampshire and New York Residents Only:** If I prevail in any action brought by me or the Bank with respect to this Note, I may be awarded reasonable attorneys' fees. **Maine Residents Only:** I will not be required to pay your attorneys' fees unless this Note is secured by real estate. **Pennsylvania Residents Only:** If this Note is secured by real estate, I will pay all of your reasonable attorneys' fees which are actually incurred in connection with foreclosure or other legal action and up to \$30.00 for your reasonable attorney's fees which are actually incurred prior to commencement of foreclosure or other legal action.

TAX DEDUCTIBILITY. I should consult a tax advisor regarding the deductibility of interest and other charges paid on this Note.

FL. DOCUMENTARY STAMPS. State of Florida Documentary Stamps in the amount required by law are affixed to the mortgage securing this Note and cancelled pursuant to law.

WAIVERS AND RELEASES. You can waive or delay enforcing any right under this Note without losing that right or any other. You can waive or delay enforcing a right as to one of us without waiving it as to any other. You can release any Collateral or release one of us from responsibility under this Note without releasing others. You can file financing statements on my behalf (for which purpose I hereby appoint you my attorney in fact). If the Collateral is a motor vehicle or titled boat, you may take any action you think is necessary or appropriate to ensure that your security interest is shown on the certificate of title. Your failure to do any of these things shall not affect my obligations to pay all amounts due under this Note. You do not have to give anyone notice of any waiver, delay, or release, nor do you have to notify me of any default by any other person who is responsible for payment of this Note. This Note contains the entire agreement between you and me (except when the Collateral is real estate and a mortgage is given). It may be changed only in a writing signed by you and me.

APPLICABLE LAW. **Notes Secured by Real Estate:** If I reside in ME, NY, NJ, PA, or RI, this Note is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Note where the law of the state where the property is located will govern. If I reside in CT, MA, FL or NH, this Note is governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Note where the law of the state where the property is located governs.

Notes Secured by Collateral other than Real Estate: If I reside in ME, NY, NJ, RI or PA and this Note is not secured by real estate, this Note is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the law of the state where the collateral is located will govern. If I reside in CT, MA, FL, or NH and this Note is not secured by real estate, this note is governed by the law of the state where I reside except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the law of the state where the collateral is located will govern.

To the extent that federal law preempts state law, this Note is governed by federal law. If any provision of this Note conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Note shall not be affected.

DOCUMENTATION. I agree to execute or re-execute any document, including a revised version of this Note, that you request in order to correct any error or omission in the original Note, security instrument, or other loan documents.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to me under this Note shall be sent by regular mail, addressed to me at the address set forth below my signature on this Note; and (b) any notice required or permitted to be given to the Bank under this Note shall be sent by regular mail addressed to you at the Address for Notices identified at the beginning of this Note. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph. Any notice provided for in this Note shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

NOTICE TO CO-SIGNER

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

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

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

This notice is not the contract that makes you liable for the debt.

NEW YORK NOTICE TO CO-SIGNER

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorneys' fees, or other charges that may be stated in the Note or contract. You will also have to pay some or all of these costs and charges if the Note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This notice is not the Note, contract, or other writing that obligates you to pay the debt. Read the Guaranty, below, for the exact terms of your obligation.

Name of Debtor: _____
Date of Debt: _____
Type of Debt: _____

Name of Creditor: _____
Total of Payments: _____

By signing below, you acknowledge that you have been given a completed copy of this Notice and of the Note (which obligates the debtor) and of the Guaranty (which obligates you).

Guarantor: _____
Date: _____

Guarantor: _____
Date: _____

GUARANTY

To induce the Bank to make this loan, each of the undersigned ("Guarantor") unconditionally guarantees the payment when due of all money owed under the Note and any mortgage or other agreement securing it. Each guarantor is jointly and severally liable with the Borrower. This means that the Bank does not have to try to collect from anyone or repossess any Collateral before collecting from a Guarantor. The Bank may take any action permitted under

the Note or security instrument without notifying the Guarantor or releasing the Guarantor from responsibility. The Guarantor agrees to pay any expenses the Bank incurs in enforcing this Guaranty, including reasonable attorneys' fees and court costs. The Bank does not have to notify any Guarantor of the Bank's acceptance of this Guaranty. Any capitalized term not defined in this Guaranty has the same meaning as in the Note.

Each Guarantor agrees to the terms of this Guaranty and acknowledges receipt of a completed copy of the Note, this Guaranty, and of all other documents and disclosures given to the Borrower.

Guarantor: _____
(Co-signer)
Date: _____

Guarantor: _____
(Co-signer)
Date: _____

Witness: _____

Witness: _____

Exhibit 'C'

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

September 22, 2004

BERNICE C. ESHELMAN
215 STATE STREET
CURWENSVILLE, PA 16833

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): BERNICE C. ESHELMAN
PROPERTY ADDRESS: 215 STATE STREET, CURWENSVILLE, PA 16833
LOAN ACCT. NO.: 72720022087465
ORIGINAL LENDER: FLEET BANK
CURRENT LENDER/SERVICER: BANK OF AMERICA

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE
PAYMENTS

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

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

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

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

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

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

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

**NOTE; IF YOU ARE CURRENTLY PROTECTED BY THE FILING
OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR
INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT
TO COLLECT THE DEBT
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)**

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

NATURE OF THE DEFAULT- The MORTGAGE debt held by the above lender on your property located at: 215 STATE STREET, CURWENSVILLE, PA 16833 IS SERIOUSLY IN DEFAULT BECAUSE:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS FOR THE FOLLOWING MONTHS AND THE FOLLOWING AMOUNTS ARE NOW PAST DUE: 4/11/04 thru 9/11/04 in the amount of \$547.38 per month.

Monthly Payments Plus Late Charges:	\$3,284.28
Current attorney fees	\$ 50.00
TOTAL:	\$3,334.28

B. ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT- You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$3,334.28** PLUS ANY PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-63, 4161 Piedmont Parkway, Greensboro, NC 27410; Attention: Loss Mitigation Dept.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

Name: Bank of America
Address: NC4-105-02-63, 4161 Piedmont Parkway
City and State: Greensboro, NC 27410
Tel no. 800-936-6362
Contact: Loss Mitigation Dept.

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,


ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

CLEARFIELD COUNTY
HEMAP Counseling Agency List as of 4/1/02

CCCS of Northeastern PA
208 W. Hamilton Ave,
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-599-2227 ext 108

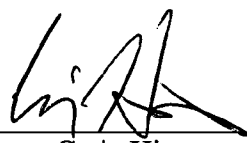
CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-599-2227 ext 108

Indiana Co. Community Action Program
827 Water Street
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
8145356556

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Craig Hinson

In The Court of Common Pleas of Clearfield County, Pennsylvania

BANK OF AMERICA

VS.

ESHELMAN, BERNICE C.

Sheriff Docket #

16594

04-1779-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 15, 2004 AT 9:49 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BERNICE C. ESHELMAN, DEFENDANT AT RESIDENCE, 215 STATE ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BERNICE C. ESHELMAN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs


Cost	Description
22.50	SHERIFF HAWKINS PAID BY: ATTY CK# 22937
10.00	SURCHARGE PAID BY: ATY CK# 22938

Sworn to Before Me This

16 Day Of Dec 2004


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

DEC 16 2004

012:00 PM
William A. Shaw

Prothonotary/Clerk of Courts

LAW OFFICES OF GREGORY JAVARDIAN

BY: GREGORY JAVARDIAN

Identification No. 55669

1310 Industrial Boulevard

1st Floor, Suite 101

Southampton, PA 18966

(215) 942-9690

Attorney for Plaintiff

Bank of America,
s/b/m to Fleet National Bank
Plaintiff

vs.

Bernice C. Eshelman
Defendant

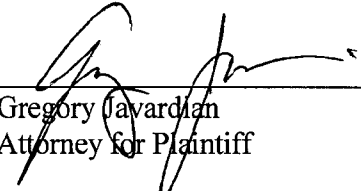
Court of Common Pleas
Civil Division
Clearfield County
No. 04-1779-CD

PRAECIPE TO DISMISS COMPLAINT, WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly DISMISS, without prejudice, the Complaint in Mortgage Foreclosure filed in the instant action on November 8, 2004.

Date: 12/23/04



Gregory Javardian
Attorney for Plaintiff

FILED
6K m/1:2561 DEC 27 2004 copy to CIA
William A. Smith
Prothonotary, Clerk of Courts