

05-1888-CD
SCB Bank vs Edward Dworetzky et al

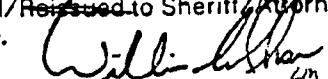
CSB Bank vs Edward Dworetzky et al
2005-1888-CD

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

CSB BANK, Plaintiff : No. 05-1888 -CD
vs. : Type of Case: Civil Action
EDWARD J. DWORETZKY, KATHLEEN : Type of Pleading: Complaint
DWORETZKY, a/k/a MARY KATHLEEN : in Mortgage Foreclosure
DWORETZKY and MELISSA M. : Filed on behalf of: Plaintiff
SCHAUGHNESSY, Defendants :
: 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, Pennsylvania 16830
: (814) 765-1766

FILED

March 29 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


William A. Shaw
Deputy Prothonotary

DEC 05 2005
01/22/05 1 way
William A. Shaw
Prothonotary/Clerk of Courts

4 CERT TO ATTY

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

CSB BANK, Plaintiff	:	No. 05 - - CD
-vs-		IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN	:	
DWORETZKY, a/k/a MARY KATHLEEN	:	
DWORETZKY, and MELISSA M.	:	
SCHAUGHNESSY,	:	
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

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

CSB BANK, Plaintiff	:	No. 05 - - CD
-vs-	:	IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN	:	
DWORETZKY, a/k/a MARY KATHLEEN	:	
DWORETZKY and MELISSA M.	:	
SCHAUGHNESSY,	:	
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 named the Defendants as follows:

1. The Plaintiff is CSB BANK, a state banking institution and corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business at State Street, P. O. Box 29, Curwensville, Clearfield County, Pennsylvania, 16833.
2. Defendant, EDWARD J. DWORETZKY, is an adult individual who presently resides at 383 Cottage Place, Lewistown, Pennsylvania 17044, with a mailing address of P. O. Box 803, Lewistown, Pennsylvania 17044.
3. Defendant, KATHLEEN DWORETZKY, a/k/a MARY KATHLEEN DWORETZKY, is an adult individual whose whereabouts and last known address is either 1343 Southgate Drive, Saint Charles, Missouri 63304-6708 or 1341 Southgate Drive, Saint Charles, Missouri 63304.
4. Defendant, MELISSA M. SCHAUGHNESSY, is an adult individual whose whereabouts and last known address is 1341 Southgate Drive, Saint Charles, Missouri 63304.

5. At all times pertinent to these proceedings, it is believed Defendants, EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, a/k/a MARY KATHLEEN DWORETZKY were married to each other.

6. Plaintiff, CSB BANK, brings this action to foreclose a Mortgage, dated May 6, 1999, between Defendants, EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, a/k/a MARY KATHLEEN DWORETZKY, Mortgagors, and CSB BANK, Mortgagee, in the principal amount of \$96,000.00, which Mortgage covers residential real estate situate in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 199907349.

7. The land and improvements subject to the aforementioned mortgage are situate in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania and are more fully described in Exhibit "A" which is attached hereto and made a part hereof.

8. On June 14, 2005, Plaintiff properly prepared a Joint Act 91 Notice and Notice of Intention to Foreclose Mortgage under Section 403 of Act #6 of 1974 (41 P.S. §403) and on the same date mailed the same to Defendant, EDWARD J. DWORETZKY, by Certified Mail, return receipt requested, Certified No. 7003 1010 0001 6349 9772 in the Postal System of the United States of America, at said Defendant's last known mailing address, but neither the certified mail nor signed receipt card were ever returned by the U. S. Postal Service. A true and correct copy of the aforesaid Notice and U. S. Postal Service form 3800 are attached hereto and made a part hereof, collectively, as Exhibit "B".

9. On June 14, 2005, Plaintiff properly prepared a Joint Act 91 Notice and Notice of Intention to Foreclose Mortgage under Section 403 of Act #6 of 1974 (41 P.S.

§403) and on the same date mailed the same to Defendant, MARY KATHLEEN DWORETZKY, a/k/a KATHLEEN DWORETZKY, by Certified Mail, return receipt requested, Certified No. 7003 1010 0001 6349 9789 in the Postal System of the United States of America, at said Defendant's last known mailing address, but neither the certified mail nor signed receipt card were ever returned by the U. S. Postal Service. A true and correct copy of the aforesaid Notice and U. S. Postal Service form 3800 are attached hereto and made a part hereof, collectively, as Exhibit "C".

10. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following service of Plaintiff's Notice of Intention to Foreclose Mortgage under Section 403 of Act #6 of 1974 (41 P.S. §403).

11. On June 14, 2005, Plaintiff properly prepared a Notice under Section 403(c) of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq) and on the same date mailed the same to Defendant, EDWARD J. DWORETZKY, at his last known mailing address, by first class mail post-prepaid at the following address:

Edward J. Dworetzky
P. O. Box 185
Lewistown, Pennsylvania 17044

A true and correct copy of the aforesaid Notice is attached hereto as a portion of Exhibit "B", while a copy of U. S. Postal Service Form 3817, evidencing said Notice was mailed on June 14, 2005, is attached hereto and made a part hereof as Exhibit "D".

12. On June 14, 2005, Plaintiff properly prepared a Notice under Section 403(c) of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq) and on the same date mailed the same to Defendant, MARY KATHLEEN DWORETZKY, a/k/a KATHLEEN DWORETZKY, at her last known mailing address, by

first class mail post-prepaid at the following address:

Mary Kathleen Dworetzky,
P. O. Box 185
Lewistown, Pennsylvania 17044

A true and correct copy of the aforesaid Notice is attached hereto as a portion of Exhibit "C", while a copy of U. S. Postal Service Form 3817, evidencing said Notice was mailed on June 14, 2005, is attached hereto and made a part hereof as Exhibit "E".

13. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following service of Defendants, Edward J. Dworetzky and Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, by first class mail of Plaintiff's aforementioned Notice thereby satisfying the Notice requirements of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq).

14. Defendant, Melissa M. Schaughnessy is named as a party herein since her parents, Defendants, Edward J. and Kathleen Dworetzky, conveyed to her by quit claim deed dated November 25, 2000 and appearing of record as Clearfield County Instrument No. 200018391, the real estate described on Exhibit "A" which is subject to the CSB Bank mortgage, dated May 6, 1999, and appearing of record as Clearfield County Instrument No. 199907349. A photocopy of the quit claim Deed dated November 25, 2000 is attached hereto and made a part hereof as Exhibit "F".

15. The Mortgage is in serious default because Defendants, Edward J. Dworetzky and Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, have failed to make monthly payments on the dates they were due and at the present time are more than eleven (11) months in arrears.

16. Defendants, Edward J. Dworetzky and Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, are also in default under the terms of the Mortgage dated May 6, 1999 since they have failed to pay all delinquent 2001, 2002, 2003, 2004 real estate taxes which are presently due and owing to the Clearfield County Tax Claim Bureau in the sum of \$9,487.08.

17. Defendants, Edward J. Dworetzky and Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, are also in default under the terms of the Mortgage dated May 6, 1999, since they transferred the real estate subject to said mortgage to Defendant, Melissa M. Schaughnessy, without the prior written consent of Plaintiff.

18. Despite Plaintiff making the payment demands as set forth in Paragraphs 8, 9, 11 and 12 hereof, Defendants, Edward J. Dworetzky and Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, have failed to bring the mortgage payments current.

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

(a) Outstanding principal balance	\$78,667.05
(b) Accrued interest through 12/5/05	\$ 6,948.78
(c) Reasonable attorneys' fees	<u>\$ 1,500.00</u>
TOTAL	
\$87,115.83**	

**Plus per diem interest from December 5, 2005 of \$18.212 per day

20. Photocopies of the Mortgage and Note are attached hereto and made a part hereof as Exhibits "G" and "H".

WHEREFORE, the Plaintiff demands judgment in Mortgage Foreclosure against Defendants, EDWARD J. DWORETZKY, KATHLEEN DWORETZKY a/k/a MARY KATHLEEN DWORETZKY and MELISSA M. SCHUAUGHNESSY, in the sum of

\$87,115.83, plus costs of suit and per diem interest of \$18.212 per day accruing on the loan from December 5, 2005.

GATES & SEAMAN

By 

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

ALL that certain tract of land designated as Lot No. 67, Section No. 16, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by the Developer, or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

EXHIBIT "A"



To: Edward J. Dworetzky
P.O. Box 185
Lewistown, PA. 17044-0803

ACT 91 NOTICE and NOTICE OF INTENTION TO FORECLOSE MORTGAGE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home situated at Section 16, Lot 67 Treasure Lake, DuBois, PA is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: Mary Kathleen & Edward J. Dworetzky
PROPERTY ADDRESS: Section 16 Lot 67, Treasure Lake, DuBois, PA
LOAN ACCOUNT NO.: 502342
ORIGINAL LENDER: CSB Bank
CURRENT LENDER/SERVICER: CSB Bank

MORTGAGE OBLIGATION: Mortgage Note dated May 6, 1999 between CSBBank (Lender/ Mortgagee) and Mary Kathleen & Edward J. Dworetzky (Borrowers/Mortgagors) in the principal amount of \$96,000.00, secured by Mortgage between same parties dated May 6, 1999 and recorded in Clearfield County Deeds Instrument #199907349

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, \$5,842.20**, at the rate of 9.0000% per annum (\$18.5667 /day)**PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

- (1) Paying all delinquent 2004 Real Estate Taxes at the Clearfield County Tax Claim Bureau, Clearfield County Courthouse Annex, East Market Street, Clearfield, Pa. 16830

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

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

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

ALL that certain tract of land designated as Lot No. 67, Section No. 16, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by the Developer, or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

Exhibit "A"

N.J.

NOTE

May 6, 1999, DuBois, PA
Section 16, Lot 67, Treasure Lake, Sandy Township, Clearfield Co., PA
[City] [State]
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 96,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CSB Bank, P.O. Box 465, DuBois, PA 15801. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.25%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the 1st day of each month beginning on July 1, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at CSB Bank, P.O. Box 465, DuBois, PA 15801

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 988.03

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

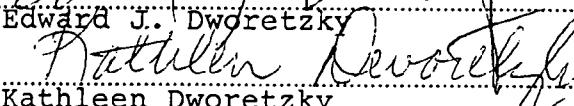
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Edward J. Dworetzky(Seal)
-Borrower

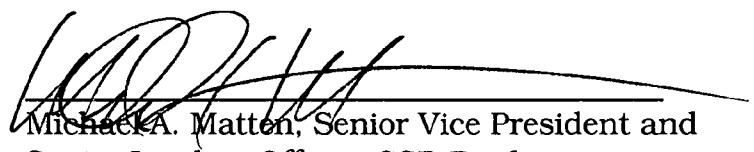

Kathleen Dworetzky(Seal)
-Borrower

.....(Seal)
-Borrower

[Sign Original Only]

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.



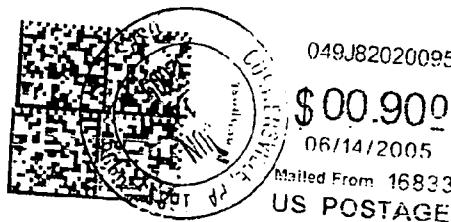
Michael A. Matten, Senior Vice President and Senior Lending Officer, CSB Bank

Date: Dec 5, 2005

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From:		
<u>CSB BANK</u> <u>PO BOX 29</u> <u>CUMBERLAND, PA 16833</u>		
<u>One piece of ordinary mail addressed to:</u> <u>Edward J. DiVito</u> <u>PO Box 185</u> <u>Lewisberry, PA 17044</u>		

PS Form 3817, January 2001

NTAGE



CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE. POSTMASTER	
Received From:	
C&B BANK PO BOX 29 WILMINGTON, PA 18833	

One piece of ordinary mail addressed to:

Mary Kain/eca Divorce
PO Box 185
Lewisburg, PA 17044

PS Form 3817, January 2001



EXHIBIT "E"

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200018391
RECORDED ON
Dec 13, 2000
1:51:57 PM
RECORDING FEES - \$13.00
RECORDER \$1.00
CITY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND
STATE WRIT TAX
TOTAL \$0.50
\$15.50
CUSTOMER
SCHAUGHNESSY, MELISSA

A298-10
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 25 day of November, 2000 (year),
by first party, Grantor, *EDWARD AND Kathleen Duoretzky*
whose post office address is *173 TREASURE LAKE DuBois, Pa 15801*
to second party, Grantee, *MELISSA M. Schaughnessy*
whose post office address is *173 TREASURE LAKE DuBois Pa 15801*

WITNESSETH, That the said first party, for good consideration and for the sum of
Dollars (\$) paid by the said second
party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
unto the said second party forever, all the right, title, interest and claim which the said first party
has in and to the following described parcel of land, and improvements and appurtenances there-
to in the County of *Clearfield* . State of *Pennsylvania* to wit:

H, G & L

*173 TREASURE LAKE, Section 16 Lot 67, Log
Home on Lot 200' x 80'. DuBois Pa 15801*

pg 1363 0021 Map # C02-016-00067-00-21

District # 1280

Control 81502 SANDY TOWNSHIP

(1)

Rev. 6/98

If your state requires 8 1/2" x 11" forms, cut off the bottom of this page at the dotted line.

*This is a transfer between parents &
child therefore tax exempt.*



0 53926 20040 3

© E-Z Legal Forms. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Nancy P. Hilliard
Signature of Witness

Nancy P. Hilliard
Print name of Witness

Kenneth J. Hile sr.
Signature of Witness

Kenneth J. Hile sr.
Print name of Witness

Edward J. Dworetzky
Signature of First Party

Edward J. Dworetzky
Print name of First Party

Kathleen Dworetzky
Signature of First Party

Kathleen Dworetzky
Print name of First Party

State of Pennsylvania

County of Clearfield

On July 16, 2001

before me, John H. Powell

Notary Public

Notary Public

person(s) known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon

behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

John H. Powell
Signature of Notary

Notarial Seal
John H. Powell, Notary Public
Sandy Twp., Clearfield County
My Commission Expires July 16, 2001
Member, Pennsylvania Association of Notaries

Affiant Known Produced ID
Type of ID Driver's License
(Seal)

State of _____

County of _____

On _____

before me,

appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Affiant Known Produced ID
Type of ID _____
(Seal)

Signature of Preparer

Print Name of Preparer

Address of Preparer

(2)

If your state requires 8 1/2" x 11" forms, cut off the bottom of this page at the dotted line.

KAREN L. STARCK
 REGISTER AND REORDER
 LEARYFIELD COUNTY, PA
 Pennsylvania
 INSTRUMENT NUMBER
 199907349
 RECORDED ON
 10/10/1999
 11:16:16 AM
 ECO FEES - \$17.00
 COUNTY IMPROVEMENT \$1.00
 UNO \$1.00
 ECRD \$1.00
 MVRMENT FUND \$1.00
 TATE MATT TAX \$0.50
 TOTAL \$19.50

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 6, 1999. The mortgagor is Edward J. Dworetzky and Kathleen Dworetzky, of 173 Treasure Lake, DuBois, PA 15801 ("Borrower"). This Security Instrument is given to CSB Bank, which is organized and existing under the laws of the Commonwealth of PA, and whose address is P. O. Box 465, DuBois, PA 15801, ("Lender"). Borrower owes Lender the principal sum of Ninety Six Thousand and no/100ths Dollars (U.S. \$ 96,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania:

See Exhibit "A"

which has the address of 173 Treasure Lake, DuBois,
 [Street] (City)

Pennsylvania 15801 ("Property Address");
 [Zip Code]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

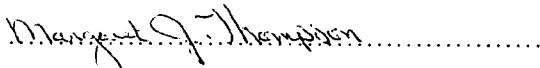
Rate Improvement Rider

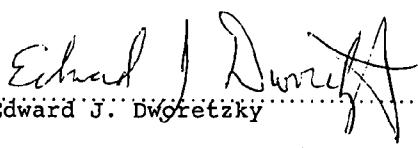
Second Home Rider

Other(s) [specify]

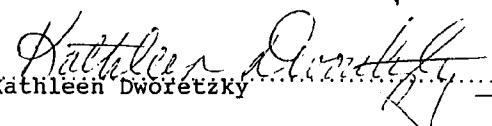
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 Margaret J. Thompson

 Edward J. Dworetzky (Seal)
Edward J. Dworetzky —Borrower

 Margaret J. Thompson

 Kathleen Dworetzky (Seal)
Kathleen Dworetzky —Borrower

[Space Below This Line For Acknowledgment]

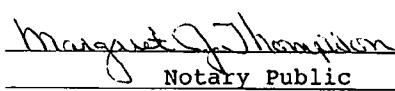
COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 6th day of May, 19 99, before me, Margaret J. Thompson,
the undersigned officer, personally appeared Edward J. & Kathleen Dworetzky, known to me (or satisfactorily proven) to be the person(s)
whose name(s) are subscribed to the within instrument and acknowledged that they
executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 2002

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

 Margaret J. Thompson
Notary Public
DuBois Office, P.O. Box 465, DuBois, PA
15801

Title of Officer

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 6th day of May 1999 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to C.S.B. Bank, P.O. Box 465, DuBois, PA 15801 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: Section 16, Lot 67, Treasure Lake, Sandy Township, Clearfield Co., PA [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Misc. Docket Map File No. 25 and Misc. Book Vol. 146, p. 476.

(the "Declaration"). The Property is a part of a planned unit development known as Treasure Lake Subdivision [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Edward J. Dworetzky (Seal)
Borrower

Kathleen Dworetzky (Seal)
Borrower

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CSB Bank

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

Phone Number: 814-236-2550

Fax Number: 814-236-7474

Contact Person: Craig Witherow or James Dezack

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

By: Craig Witherow


Collection Manager

Date of Notice: June 14, 2005

**U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.75



649 1000 0707 2002 22776
Sent to **Edward J. Ducre**
Street Apt. No. **PO Box 185**
or PO Box No. **City, State, ZIP+4** **Centerville, PA 17044-0805**
PS Form 3800, June 2002



To: Mary Kathleen Dworetzky
P.O. Box 185
Lewistown, PA. 17044-0803

ACT 91 NOTICE and NOTICE OF INTENTION TO FORECLOSE MORTGAGE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home situated at Section 16, Lot 67 Treasure Lake, DuBois, PA is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: Mary Kathleen & Edward J. Dworetzky
PROPERTY ADDRESS: Section 16 Lot 67, Treasure Lake, DuBois, PA
LOAN ACCOUNT NO.: 502342
ORIGINAL LENDER: CSB Bank
CURRENT LENDER/SERVICER: CSB Bank

MORTGAGE OBLIGATION: Mortgage Note dated May 6, 1999 between CSBBank (Lender/ Mortgagee) and Mary Kathleen & Edward J. Dworetzky (Borrowers/Mortgagors) in the principal amount of \$96,000.00, secured by Mortgage between same parties dated May 6, 1999 and recorded in Clearfield County Deeds Instrument #199907349

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, \$5,842.20**, at the rate of 9.0000% per annum (\$18.5667 /day) **PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

- (1) Paying all delinquent 2004 Real Estate Taxes at the Clearfield County Tax Claim Bureau, Clearfield County Courthouse Annex, East Market Street, Clearfield, Pa. 16830

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

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

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

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

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

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Fax Number: 814-236-7474

Contact Person: Craig Witherow or James Dezack

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- **TO SEEK PROTECTION UNDER FEDERAL BANKRUPTCY LAW.**

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

By: Craig Witherow

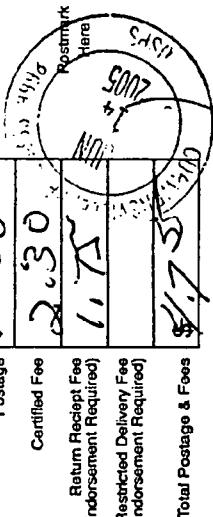


Craig Witherow
Collection Manager

Date of Notice: June 14, 2005

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL U.S. MAIL	
Postage	\$ 6.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	0.00
Total Postage & Fees	\$ 10.05

6976 6489 7000 0020 7003 2007



Send to **Mary Kathleen Duerck**
Street, Apt No.,
or PO Box No. **PO Box 185**
City, State, ZIP+4 **Lewisburg, PA 17044-0853**
PS Form 3800, June 2002
See Reverse for Instructions

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101059
NO: 05-1888-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK

vs.

DEFENDANT: EDWARD J. DWORETZKY, KATHLEEN DWORETZKY a/k/a MARY KATHLEEN DWORETZKY and
MELISSA M. SCHUAUGHNESSY

SHERIFF RETURN

NOW, December 06, 2005, SHERIFF OF MIFFLIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF
OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD J.
DWORETZKY.

NOW, December 12, 2005 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
EDWARD J. DWORETZKY, DEFENDANT. THE RETURN OF MIFFLIN COUNTY IS HERETO ATTACHED AND MADE
PART OF THIS RETURN.

FILED
01/01/06
MAR 08 2006
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101059
NO: 05-1888-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK

vs.

DEFENDANT: EDWARD J. DWORETZKY, KATHLEEN DWORETZKY a/k/a MARY KATHLEEN DWORETZKY and
MELISSA M. SCHAUGHNESSY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GATES	35176	10.00
SHERIFF HAWKINS	GATES	35176	30.00
MIFFLIN CO.	GATES	35177	31.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

Joseph A. Bradley, Sheriff
 Baron K. Lewis, Chief Deputy
 Laurie J. Kozak, Deputy
 Christopher S. Shade, Deputy
 Charles L. Angney, Deputy



David W. Molek, Solicitor
 (717) 248-9656

SHERIFF'S OFFICE

MIFFLIN COUNTY

20 North Wayne Street
 Lewistown, PA 17044
 (717) 242-1105 ** (717) 242-1808
 Fax: (717) 248-2907

Plaintiff: CSB Bank		Court Number: 1888-05
		County: Clearfield
Defendant: Edward J. Dworetzky		Type of Writ or Complaint: <input type="checkbox"/> Writ <input type="checkbox"/> Complaint
Serve At	Name: Edward J. Dworetzky	Address: 383 Cottage Place, Lewistown, Pa. 17044
	Name:	Address:

Indicate Unusual Service: Comm. of Pa. Deputization Other

Now _____, 20_____, I, SHERIFF OF MIFFLIN COUNTY, PA. do hereby depelize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This depelizeation is made at the request and risk of plaintiff. X Sheriff of Mifflin Co.

Special Instructions or other information that will assist in expediting service:

Attorney or other Organization requesting service: Clearfield County Sheriff	Telephone No: (814) 765-2641	Date Filed: 12/5/2005
I acknowledge receipt of the Writ or Complaint as indicated above: <i>X Joseph A. Bradley</i>	Date Received: 12/9/2005	Exp. Date: 1/4/2005

I hereby CERTIFY and RETURN that I have personally served. have legal evidence of service as shown in "Remarks", have executed as shown in "Remarks", the Writ or Complaint described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc., at the address inserted below, handing a TRUE and ATTESTED copy thereof.

I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., name above. (See Remarks below.)

Name and Title of individual served: Served Edward J. Dworetzky	<input type="checkbox"/> A person of suitable age and discretion then residing at the defendant's usual place of abode.
--	---

Address where served (complete only if different than shown above)					Date of Service: 12/12/2005	Time: 11:00 AM
--	--	--	--	--	--------------------------------	-------------------

Attempts	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
1	12/12/2005	6	LJK						
Advance Costs	Service Costs	Mileage		Postage	Surcharge	Notary	Total	Refund	
\$50.00	\$18.00	\$10.00		\$1.00	\$0.00	\$2.00	\$31.00	\$19.00	

Remarks: (See other side)

Sworn to and subscribed before me this

12 day of December 2005

X Margaret L. Bowersox

Notary Public	Notarial Seal
Margaret L. Bowersox, Notary Public	
Lewistown Boro, Mifflin County	
My Commission Expires Feb. 4, 2008	
Notarial Seal	

Deputy Sheriff	Laurie J. Kozak	12/12/2005
<i>X James J. Kozak</i>		<i>12-12-05</i>
Sheriff	Joseph A. Bradley	12/12/2005
<i>X Joseph A. Bradley</i>		

FILED

MAR 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK, : No. 05- 1888 -CD
Plaintiff : Type of Case: Civil Action
vs. : Type of Pleading: Praecipe to
Reinstate the Complaint
EDWARD J. DWORETZKY, KATHLEEN : Filed on behalf of: Plaintiff
DWORETZKY, a/k/a MARY :
KATHLEEN DWORETZKY and :
MELISSA M. SCHAUGHNESSY, :
Defendants : Counsel of Record for this
Party: Andrew P. Gates, Esquire
Supreme Court No.: 36604
GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED
03:25 cm MAR 29 2006
PO #7.00 Atty
1 reinstated to AM
1 reinstated to Shiff

William A. Shaw
Prothonotary

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY, a/k/a MARY KATHLEEN :
DWORETZKY, and MELISSA M. :
SCHAUGHNESSY, :
Defendants :
:

PRAECIPE TO REINSTATE THE COMPLAINT

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly reinstate the Complaint filed in the above captioned matter.

GATES & SEAMAN
By:


Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: March 23, 2006

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

FILED
03:14 PM
MAR 23 2006
1cc
Atty Gates

William A. Shaw
Prothonotary/Clerk of Court

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

CSB BANK, Plaintiff	:	No. 05 - 1888 - CD
-vs-	:	IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN	:	
DWORETZKY, a/k/a MARY KATHLEEN	:	
DWORETZKY and MELISSA M.	:	
SCHAUGHNESSY,	:	
Defendants	:	

MOTION FOR:

(i) SPECIAL ORDER FOR SERVICE OF ORIGINAL PROCESS
UPON DEFENDANTS BY ALTERNATE MEANS
PURSUANT TO Pa.R.C.P. §430; AND
(ii) SPECIAL ORDER FOR SERVICE OF
NOTICE OF SHERIFF'S SALE UPON SAME DEFENDANTS

AND NOW comes, CSB Bank, Plaintiff, by its attorneys, Gates & Seaman, and moves this Honorable Court for Special Orders to be able to serve the Complaint upon Defendants, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky and Melissa M. Schaughnessy, by alternate service, and to be able to serve the Notice of Sheriff's Sale upon the same Defendants, by alternate service, and in support thereof, avers the following:

1. Plaintiff, CSB Bank, commenced this mortgage foreclosure action by filing a Complaint with the Clearfield County Prothonotary, on December 5, 2005.
2. In Plaintiff's Complaint, Plaintiff listed Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky's last known residence address as being either 1343 Southgate Drive, Saint Charles, Missouri 63304-6708 or 1341 Southgate

Drive, Saint Charles, Missouri 63304.

3. In Plaintiff's Complaint, Plaintiff listed Defendant, Melissa M. Schaughnessy's last known whereabouts and address as 1341 Southgate Drive, Saint Charles, Missouri 63304.

4. Since both the aforementioned Defendants resided outside the Commonwealth of Pennsylvania, Plaintiff attempted to serve both Defendants by United States certified mail, restricted delivery to addressee only, with the addresses set forth in the preceding two paragraphs.

5. Plaintiff was unsuccessful in serving either Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, or Defendant, Melissa M. Schaughnessy, a certified copy of the Complaint by certified mail, since the results of said attempts were as follows:

(i) As to Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, although the certified mailings were sent to both the addresses listed in the Complaint, based on the information provided Plaintiff's counsel by the United States Postal Service, neither of said certified mailings were claimed by the addressee. As of the date of this Motion, the only evidence Plaintiff's counsel has received from the postal service that said certified mailings were unclaimed is the Track and Confirm information notice that said certified mailings were left at both addresses of said Defendant on December 12, 2005. Attached hereto and made a part hereof, collectively, as Exhibit

"A" are the Track and Confirm results provided to Plaintiff's counsel by the United States Postal Service;

(ii) As to Defendant, Melissa M. Schaughnessy, Plaintiff's counsel has received back from the United States Postal Service said original certified mailing which upon the envelope is marked "Attempted, unknown". Likewise, the Track and Confirm notification received indicated said mailing was undeliverable as addressed and otherwise said addressee was unknown. Attached hereto and made a part hereof, collectively, as Exhibit "B" is a photocopy of the returned envelope of said certified mailing and the Track and Confirm notification indicating on both that the mailing was undeliverable as addressed and that the addressee was unknown.

6. Prior to attempting to serve the aforementioned Defendants by certified mail, Plaintiff's attorney made an examination of the records in the Clearfield County Courthouse and other than set forth in the preceding paragraph, no evidence was found indicating any other address for either Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky or Defendant, Melissa M. Schaughnessy.

7. The only information otherwise found was the Clearfield County assessment records had an address for Melissa M. Schaughnessy of 1341 Southgate Drive, Saint Charles, Missouri 63304 which is the address Plaintiff's counsel utilized in attempting to serve said Defendant by certified mail which

failed as set forth in the preceding paragraphs.

8. The only other information found in the Clearfield County Courthouse regarding an address for Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, was a Motion for Alternate Service filed in another mortgage foreclosure action appearing of record in the Court of Common Pleas of Clearfield County, Pennsylvania, as Farmers National Bank of Emlenton, Plaintiff versus Kathleen Dworetzky, et al, Defendants (Case No. 04-1562-CD) wherein the Motion for Alternate Service filed by the Plaintiff, (a copy of which is attached hereto and made a part hereof as Exhibit "C"), indicated that Kathleen Dworetzky had moved out of state and that Plaintiff's internet search came up with an address of, namely: 1343 Southgate Drive, Saint Charles, Missouri 63304, being one of the addresses where the Plaintiff in this case attempted to serve Defendant by certified mail. In the prior case, as in this case, the certified mail was returned by the United States Postal Service as "unclaimed" although a complaint sent by regular U. S. mail was not returned.

9. Furthermore, said Motion for Alternate Service filed in Case No. 04-1562-CD (wherein Melissa M. Schaughnessy was also listed as a Defendant) indicated that Melissa Schaughnessy could not be served by conventional means, that said Defendant was served in that case by publication pursuant to Pa.R.C.P. §430.

10. Since Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, has not been able to be served with a certified copy of the Mortgage Foreclosure Complaint in this action, as outlined herein, Plaintiff, CSB Bank, moves this Honorable Court for a Special Order, pursuant to Pa.R.C.P. §430 and Pa.R.C.P. §410(c) and requests that this Honorable Court order Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, be served as follows:

- (i) By publication, on one occasion as provided by Pa.R.C.P. §430(b)(1);
- (ii) By having a certified copy of the Complaint posted on the front door of the residential property situate at Section 16, Lot 67, Treasure Lake, DuBois, PA 15801; and
- (iii) By sending a certified copy of the Complaint by regular U. S. Mail, postage prepaid to 1343 Southgate Drive, Saint Charles, Missouri 63304.

11. Since Plaintiff has been unable to serve a certified copy of the Complaint in this matter upon Defendant, Melissa M. Schaughnessy by conventional means as provided by for in Pa.R.C.P. §400 et seq., Plaintiff, CSB Bank, moves this Honorable Court for a special order pursuant to Pa.R.C.P. §430 and Pa.R.C.P. §410(c) and requests that this Honorable Court order that Defendant, Melissa M. Schaughnessy, be served as follows:

- (i) By publication, on one occasion as provided by Pa.R.C.P. §430(b)(1); and
- (ii) By having a certified copy of the Complaint posted on the front door of the residential property situate at Section 16, Lot 67, Treasure Lake, DuBois, PA 15801.

12. Since Plaintiff has been unable to serve original process upon either of the above-named Defendants by conventional means, pursuant to Pa.R.C.P. §3129.2(c)(1)(i)(C) since original process is to be served upon Defendants, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky and Melissa M. Schaughnessy, by special order of Court under Pa.R.C.P. §430, then notice of the Sheriff's Sale may be served upon the same Defendants in the manner provided for in the Order for Service of original process without further application to the Court.

13. Therefore, it is also requested the Court enter a special order that Plaintiff may effect service of the Writ of Execution and notice of the Sheriff's Sale upon Defendants, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky and Melissa M. Schaughnessy, by the same methods listed in Paragraphs 10 and 11 hereof.

WHEREFORE, Plaintiff, CSB Bank, prays for a Special Order from this Honorable Court pursuant to Pa.R.C.P. §430 that service of a certified copy of the Complaint in this matter and original process, the Writ of Execution and the Notice of the Sheriff's Sale of the real estate in question be made upon Defendants, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, and Melissa M. Schaughnessy, as follows:

(i) As to Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, by the following methods:

a. By publication on one occasion, as provided by Pa.R.C.P. §430(b)(1);

b. By having a certified copy of the Complaint, Writ of Execution and Notice of Sheriff's Sale posted on the front door of the residential property situate at Section 16, Lot 67, Treasure Lake, DuBois, PA 15801; and

(c) By sending a certified copy of the Complaint and Notice of Sheriff's Sale by regular U. S. Mail, postage prepaid to said Defendant at 1343 Southgate Drive, Saint Charles, Missouri 63304; and

(ii) As to Defendant, Melissa M. Schaughnessy, by the following methods:

(a) By publication on one occasion, as provided by Pa.R.C.P. §430(b)(1); and

(b) By having a certified copy of the Complaint, Writ of Execution and Notice of Sheriff's Sale posted on the front door of the residential property situate at Section 16, Lot 67, Treasure Lake, DuBois, PA 15801.

Respectfully submitted:

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: March 23, 2006


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[Track & Confirm](#)

Track & Confirm

Search Results

Label/Receipt Number: 7002 2410 0003 7224 3597

Detailed Results:

- Notice Left, December 12, 2005, 3:51 pm, O FALON, MO 63366
- Acceptance, December 05, 2005, 3:30 pm, CLEARFIELD, PA 16830

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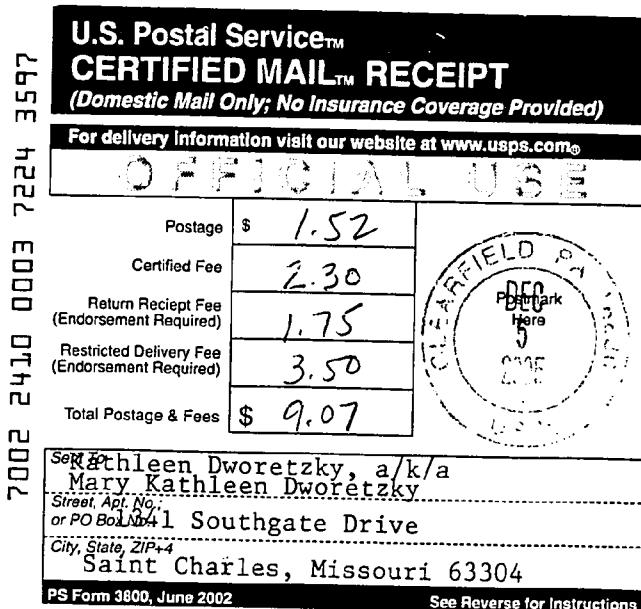


EXHIBIT "A" - 2 pages


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Track & Confirm

Search Results

Label/Receipt Number: 7002 2410 0003 7224 3603
 Detailed Results:

- Notice Left, December 12, 2005, 3:51 pm, O FALLOON, MO 63366
- Acceptance, December 05, 2005, 3:30 pm, CLEARFIELD, PA 16830

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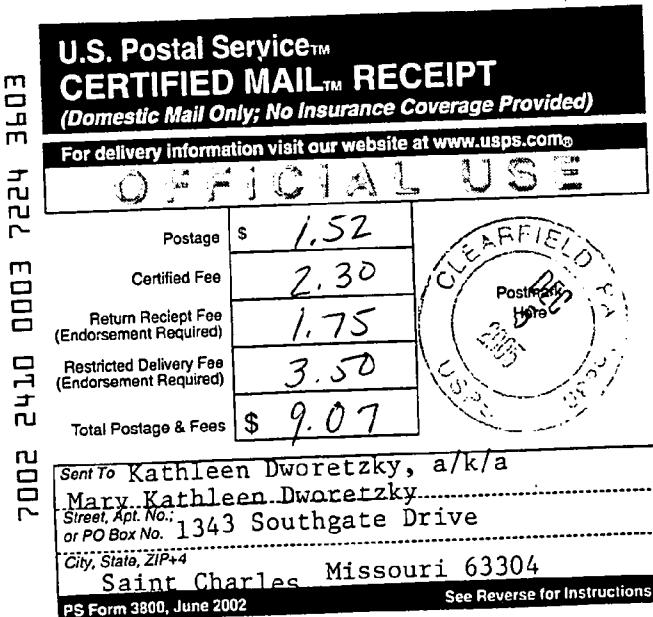
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CERTIFIED MAIL™



7002 2410 0003 7224 3610



U.S. POSTAGE
CLEARFIELD, PA
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**RESTRICTED
DELIVERY**

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

**RESTRICTED
DELIVERY**

*ATTEMPTED
UNKNOWN*

Melissa M. Schaugnessy
1341 Soutlegate Drive
Saint Charles, Missouri

AN

[Home](#) | [Help](#)[Track & Confirm](#)

Track & Confirm

Search Results

Label/Receipt Number: 7002 2410 0003 7224 3610

Detailed Results:

- **Addressee Unknown, January 04, 2006, 1:07 pm, SAINT CHARLES, MO**
- **Undeliverable as Addressed, December 12, 2005, 1:06 pm, SAINT CHARLES, MO 63304**
- **Acceptance, December 05, 2005, 3:31 pm, CLEARFIELD, PA 16830**

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FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHUAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

MOTION FOR ALTERNATIVE SERVICE
PURSUANT TO Pa.R.C.P. NO. 410

Farmers National Bank of Emlenton, by and through its counsel, Lynn, King & Schreffler, P.C., moves the Court for leave to serve the Complaint in Mortgage Foreclosure on the Defendant Kathleen Dworetzky by alternative service pursuant to Pa. R.C.P. No. 410, and in support thereof, avers as follows:

1. On October 7, 2004, Plaintiff filed a Complaint in Mortgage Foreclosure against the Defendants at the above term and number for foreclosure of property known and numbered as 115 ½ East Weber Avenue, DuBois, Pennsylvania 15801.
2. On October 18, 2004, the Sheriff of Clearfield County served the Complaint in Mortgage Foreclosure on the Defendant, Edward J. Dworetzky, at his residence at 173 Treasure Lake, DuBois, Pennsylvania 15801. A true and correct copy of the Sheriff's return is attached hereto as Exhibit "A" and incorporated herein by reference.
3. On November 16, 2004, the Sheriff of Clearfield County made a return of service indicating that after trying to serve Defendant Kathleen Dworetzky at her last known address of 173 Treasure Lake, DuBois, Pennsylvania 15801, she was "not found" and had moved out of state with no forwarding address.

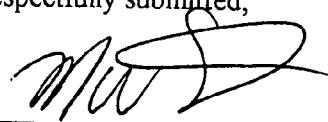
4. After various failed attempts for service, Plaintiff subsequently, with leave of Court, served Defendant Melissa Schaugnessy and tenants James Dworetzky and Colleen Hyde by Publication pursuant to Pa. R.C.P. 430.
5. A records search at the Clearfield County Recorder's Office revealed that Defendant Kathleen Dworetzky may have an address in Saint Charles, Missouri.
6. The Plaintiff has conducted an internet search which revealed that the Defendant Kathleen Dworetzky may reside at 1343 Southgate Drive, Saint Charles, Missouri 63304-6708.
7. On October 21, 2004, the Plaintiff mailed to Defendant Kathleen Dworetzky, by certified mail, for service, a copy of the Complaint. This mailing was subsequently returned by post office as unclaimed.
8. On December 20, 2004, the Complaint in Mortgage Foreclosure was reinstated.
9. On January 18, 2005, the Plaintiff forwarded the reinstated Complaint in Mortgage Foreclosure to Defendant Kathleen Dworetzky at the above address by regular United States Mail. The Complaint has not been returned.
10. Plaintiff has searched various phone databases on the internet and found two contact numbers for Kathleen Dworetzky. One number was disconnected and the other number reached a person whom would not communicate with our office.
11. The records-check in the Clearfield County Recorder's Office and the Tax Claim Bureau reveals no further information regarding contact information for Defendant Kathleen Dworetzky.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order authorizing alternative:

- A. Service of the Complaint in Mortgage Foreclosure on the Defendant Kathleen Dworetzky by posting a copy of the Complaint on the door of the subject premises pursuant to PA.R.C.P. 410(c)(2); and

- B. Service of the Writ of Execution, for the subject property, on the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy by posting a copy of the Writ on the door of the subject premises pursuant to P.A.R.C.P. 410(c)(2); and
- C. Service of Notice of the Sale of the subject property upon the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy and the tenants, James Dworetzky and Colleen Hyde, by posting a copy of the Notice of Sale on the door of the subject premises pursuant to P.A.R.C.P. 410(c)(2).

Respectfully submitted,



Michael W. Sloat
Attorney for Plaintiff

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHUAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

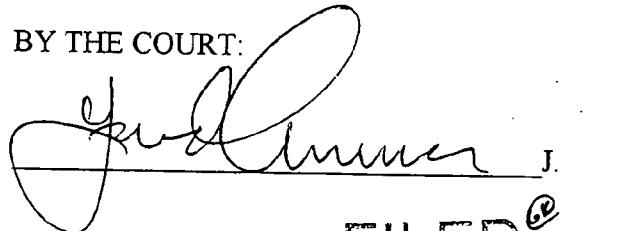
ORDER

AND NOW, this 10 day of May, 2005, upon consideration of the Motion for Alternative Service Pursuant to Pa.R.C.P. No. 430 filed on behalf of the Plaintiff, and for just cause shown, it is hereby ORDERED, ADJUDGED and DECREED that service of:

1. the Complaint in Mortgage Foreclosure shall be made on the Defendant Kathleen Dworetzky by posting a copy of the Complaint on the door of the subject premises; and
2. the Writ of Execution, for the subject property, shall be made on the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy by posting a copy of the Writ on the door of the subject premises; and
3. the Notice of the Sale, of the subject property, shall be served upon the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy and the tenants, James Dworetzky and Colleen Hyde, by posting a copy of the Notice of Sale on the door of the subject premises.

It is FURTHER ORDERED that Plaintiff shall complete service in accordance with this Order and shall file an Affidavit of Service with the Office of the Prothonotary of Clearfield County, pursuant to Pa.R.C.P. No. 405.

BY THE COURT:


FILED ^{cc}
03:58 AM
MAY 10 2005 Sloa

X:\docs\04\Yellow\Farmers\DWORETZKY\Motion for Alternative Service2

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

I, ANDREW P. GATES, ESQUIRE, Assistant Solicitor for CSB Bank, Plaintiff, verify that the statements made in the foregoing Motion 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.



Andrew P. Gates, Esquire,
Assistant Solicitor for
CSB Bank

Date: March 23, 2006

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

FILED
10:38 AM
MAR 27 2006
cc
Atty
Gates

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 24th day of March, 2006, upon
consideration of the Plaintiff's Motion For Special Order For
Service, it is hereby ADJUDGED AND DECREED that NOTICE of the
filing of Plaintiff's Complaint and service of a certified copy
of said Complaint, service of the Writ of Execution and service
of Notice of Sheriff's Sale shall be served upon Defendants,
Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky and Melissa M.
Schaughnessy, as follows:

(i) As to Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, by the following methods:

a. By publication on one occasion, as provided by Pa.R.C.P. §430(b)(1);

b. By having a certified copy of the Complaint, Writ of Execution and Notice of Sheriff's Sale posted on the front door of the residential property situate at Section 16, Lot 67, Treasure Lake, DuBois, PA 15801; and

(c) By sending a certified copy of the Complaint and Notice of Sheriff's Sale by regular U. S. Mail, postage prepaid to said Defendant at 1343 Southgate Drive, Saint Charles, Missouri 63304; and

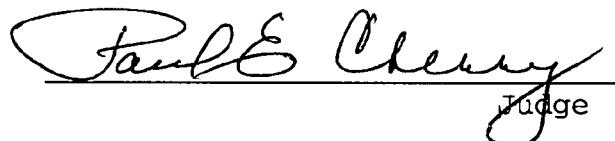
(ii) As to Defendant, Melissa M. Schaughnessy, by the following methods:

(a) By publication on one occasion, as provided by Pa.R.C.P. §430(b)(1); and

(b) By having a certified copy of the Complaint, Writ of Execution and Notice of Sheriff's Sale posted on the front door of the residential property situate at Section 16, Lot 67, Treasure Lake, DuBois, PA 15801.

Upon effectuating service as directed, both the Clearfield County Sheriff's Office and Plaintiff's counsel shall file an Affidavit of Service indicating the date service was made as directed herein.

BY THE COURT:


Paul E. Cherry
Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101391
NO. 04-1888-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK
VS.
DEFENDANT: EDWARD J. DWORETZKY al

SHERIFF RETURN

NOW, April 05, 2006 AT 10:34 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT
SECTION 16 LOT 67, TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DEHAVEN / DAVIS

0/3,35 cm. (v)
APR 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101391
NO: 04-1888-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK
vs.
DEFENDANT: EDWARD J. DWORETZKY al

SHERIFF RETURN

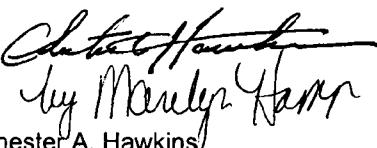
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GATES	35405	10.00
SHERIFF HAWKINS	GATES	25405	26.30

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

FILED

APR 28 2006

William A. Shaw
Prothonotary

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

CSB BANK, Plaintiff : No. 05- 1888 -CD
vs. Plaintiff : IN MORTGAGE FORECLOSURE
Plaintiff : Type of Case: Civil Action
Plaintiff : Type of Pleading: AFFIDAVIT OF
Plaintiff : SERVICE
Plaintiff : Filed on behalf of: Plaintiff
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY, a/k/a MARY :
KATHLEEN DWORETZKY and :
MELISSA M. SCHAUGHNESSY, :
Defendants : Counsel of Record for this
Plaintiff : Party: Andrew P. Gates, Esquire
Plaintiff : Supreme Court No.: 36604
Plaintiff : GATES & SEAMAN
Plaintiff : Attorneys at law
Plaintiff : 2 North Front Street
Plaintiff : P. O. Box 846
Plaintiff : Clearfield, Pennsylvania 16830
Plaintiff : (814) 765-1766

FILED NO
05-1888
MAY 02 2006
WAS

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY, a/k/a MARY KATHLEEN :
DWORETZKY, and MELISSA M. :
SCHAUGHNESSY, Defendants :

AFFIDAVIT OF SERVICE

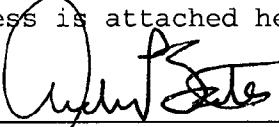
I, Andrew P. Gates, Esquire, Attorney for Plaintiff, CSB Bank, in the above-captioned action, do hereby depose and state as follows:

1. A Notice of Filing of Plaintiff's Complaint was served upon Defendants, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky and Melissa M. Schaughnessy by publication on one occasion, as provided by Pa. R.C.P. §430(b)(1) as follows:

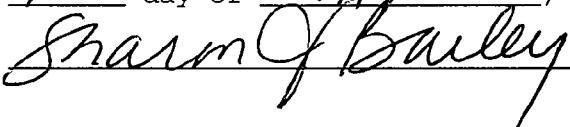
(i) In The Clearfield Progress on April 1, 2006 as evidenced by Proof of Publication issued by The Progress, a photocopy of which is attached hereto and made a part hereof as Exhibit "A"; and

(ii) In the Clearfield County Legal Journal in the regular issue for the week of April 7, 2006, as evidenced by Proof of Publication issued by the Editor of said Clearfield County Legal Journal, a photocopy of which is attached hereto and made a part hereof as Exhibit "B".

2. Furthermore, Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, was also served with a certified copy of Plaintiff's Complaint in Mortgage Foreclosure by regular U. S. Mail, postage prepaid, and mailed to 1343 Southgate Drive, St. Charles, Missouri 63304 as evidenced by a photocopy of the mailed envelope indicating the same was mailed on March 30, 2006, a photocopy of which is attached hereto and made a part hereof as Exhibit "C". Thereafter, service of a certified copy of Plaintiff's Complaint was also made by regular mail on the same individual to a different address in O'Fallon, Missouri, which was a forwarding address provided to the undersigned by the U. S. Postal Service with said further mailing being made on April 10, 2006. A photocopy of the Certificate of Mailing for said second mailing to the O'Fallon, Missouri address is attached hereto and made a part hereof as Exhibit "D".


Andrew P. Gates, Esquire

Sworn to and subscribed before me this
1st day of May, 2006.


Sharon J. Bailey

NOTARIAL SEAL
SHARON J. BAILEY, Notary Public
Bradford Twp., Clearfield County
My Commission Expires June 23, 2009

IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW
No. 05-1888-CD
IN MORTGAGE FORECLOSURE
CSB BANK, Plaintiff
vs.
EDWARD J. DWORETZKY,
KATHLEEN DWORETZKY, a/k/a
MARY KATHLEEN DWORETZKY
and
MELISSAM. SCHAUGHNESSY,
Defendants
TO: DEFENDANTS, KATHLEEN
DWORETZKY, a/k/a MARY KATH-
LEEN DWORETZKY, AND MELIS-
SAM. SCHAUGHNESSY:

A Compliant in Mortgage Foreclosure has been filed against you in the office of the Prothonotary of Clearfield County, Pennsylvania, which Foreclosure is upon the Mortgage given by you to Plaintiff, CSB Bank, dated May 6, 1999 under which you pledged as collateral the residential property situate in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, Section 16, Lot 67, having a physical location address of 173 Treasure Lake, DuBois, PA 15801.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the 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 RESIDED FEE OR NO FEE.

DAVID MEHOLICK,
COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GATES & SEAMAN
By: Andrew P. Gates, Esquire
Attorneys for Plaintiff,
CSB Bank
Two North Front Street
P.O. Box 846
Clearfield, PA 16830
(814) 765-1766

4:1-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
vs. : SS:
COUNTY OF CLEARFIELD :

On this 5th day of May, A.D. 20 06, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of April 1, 2006.

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public

My Commission Expires
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA

Clearfield, Pa.

Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct 31, 2007

Member, Pennsylvania Association Of Notaries

PROOF OF PUBLICATION

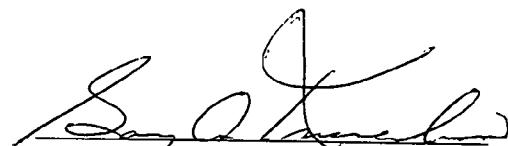
STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

:

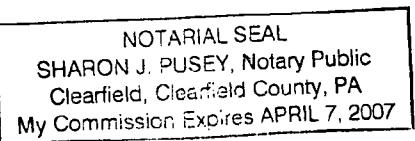
On this 7th day of April AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of April 7, 2006. Vol. 18 No. 14. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.

Sharon J. Pusey
Notary Public
My Commission Expires



Gates & Seaman
PO Box 846
Clearfield PA 16830

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

CSB BANK, Plaintiff vs. EDWARD J. DWORETZKY, KATHLEEN DWORETZKY, a/k/a MARY KATHLEEN DWORETZKY and MELISSA M. SCHAUGENESSY, Defendants.

IN MORTGAGE FORECLOSURE
No. 05-1888-CD

TO: DEFENDANTS, KATHLEEN DWORETZKY, a/k/a MARY KATHLEEN DWORETZKY, AND MELISSA M. SCHAUGENESSY:

A Complaint in Mortgage Foreclosure has been filed against you in the office of the Prothonotary of Clearfield County, Pennsylvania, which Foreclosure is upon the Mortgage given by you to Plaintiff, CSB Bank, dated May 6, 1999 under which you pledged as collateral the residential property situate in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, Section 16, Lot 67, having a physical location address of 173 Treasure Lake, DuBois, PA 15801.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

GATES & SEAMAN By: Andrew P. Gates, Esquire Attorneys for Plaintiff, CSB Bank, Two North Front Street, P.O. Box 846, Clearfield, PA 16830. (814) 765-1766.

First Class Mail

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

Kathleen Dworetzky, a/k/a/
Mary Kathleen Dworetzky
1343 Southgate Drive
Saint Charles, Missouri 63304
134

DWOR341 633043229 1205 20 04/03/06
FORWARD TIME EXP RTN TO SEND
DWORETZKY, M K
172 RUNNY MEADE EST
O FALLON MO 63366-8441
RETURN TO SENDER

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE		
<p>Received From:</p> <p>GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830</p> <p>One piece of ordinary mail addressed to: Kathleen Dwořetzký, a/k/a Mary Kathleen Dwořetzký 172 Runny Meade Est O'Fallon, MO 63366-8441</p>		
<p>U.S. POSTAGE PAID CLEARFIELD, PA 16830 APR 10 '06 AMOUNT</p> <p>\$0.95 00085835-04</p>		

PS Form 3817, January 2001

EXHIBIT "D"

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

CSB BANK, Plaintiff : No. 05 - 1888 -CD
: Type of Case: Civil Action
: IN MORTGAGE FORECLOSURE
: Type of Pleading: PRAECIPE
: FOR DEFAULT JUDGMENT
-vs- : Filed on behalf of:
: Plaintiff
EDWARD J. DWORETZKY, KATHLEEN : Counsel of Record for this
DWORETZKY, and MELISSA M. : Party: Andrew P. Gates
SCHAUGHNESSY, Defendants : Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766

FILED
pd 8200 Atty
0/11/314m in Notice to defts
MAY 18 2008 Statement to Atty

William A. Shaw
Prothonotary

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, Defendants :

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY:

Enter Judgment, In Rem, in favor of CSB BANK, Plaintiff herein, and against the Defendants herein, EDWARD J. DWORETZKY, KATHLEEN DWORETZKY and MELISSA M. SCHAUGHNESSY, for their failure to file a timely Answer to the Complaint which was served upon them. Service of the Complaint was made upon EDWARD J. DWORETZKY by the Sheriff of Mifflin County, Pennsylvania, in accordance with the Affidavit of Service filed of record. Defendants, KATHLEEN DWORETZKY, a/k/a MARY KATHLEEN DWORETZKY, and MELISSA M. SCHAUGHNESSY, were served with original service of Plaintiff's Complaint In Mortgage Foreclosure in accordance with Special Order of Court dated March 24, 2006 as evidenced in: (i) the Sheriff's Affidavit of posting the residential premises; (ii) Plaintiff's Attorney's Affidavit of Service by publication and regular mail upon Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky; and (iii) Plaintiff's Attorney's Affidavit of Service upon Defendant, Melissa M. Schaughnessy, by publication, all of which are filed of record. Therefore, please enter judgment against the Defendants, EDWARD J. DWORETZKY, KATHLEEN DWORETZKY and MELISSA M. SCHAUGHNESSY, in the following amounts:

(a) Outstanding principal balance	\$ 78,667.05
(b) Accrued interest through December 5, 2005	\$ 6,948.78
(c) Reasonable Attorney fees (as provided for in Promissory Note and Mortgage)	\$ <u>1,500.00</u>
	TOTAL \$ 87,115.83**

**plus per diem interest from December 5, 2005 of \$18.212 per day

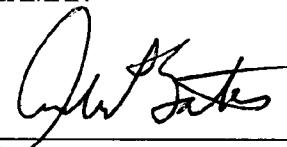
Furthermore, the undersigned attorney certifies that Defendant, Edward J. Dworetzky, was also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on February 16, 2006. A copy of the Notice mailed to said Defendant and U. S. Postal Service Form 3817 for said mailing is attached hereto and made a part hereof, collectively, as Exhibit "A". Additionally, the undersigned attorney certifies that Defendant, Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky, was also served with the Notice specified in Pa.R.C.P. §237.1 by regular first class mail, postage prepaid, on May 2, 2006. A copy of the Notice mailed to said Defendant and U. S. Postal Service Form 3817 for said mailing is

attached hereto and made a part hereof, collectively, as Exhibit "B". Finally, it was unnecessary to serve Melissa M. Shaughnessy with the Notice specified in Pa.R.C.P. §237.1 since her whereabouts and last known address remain unknown, but said Defendant was otherwise served with the original process in this matter by publication and by having the residential premises posted by the Clearfield County Sheriff's Office pursuant to the Court's Order of March 24, 2006. A photocopy of said Order is attached hereto and made a part hereof as Exhibit "C".

GATES & SEAMAN

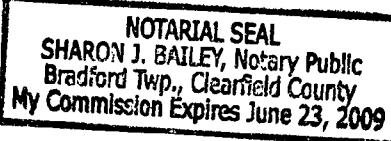
By:

Date: May 18, 2006



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

Sworn to and subscribed before me
this 18 day of May, 2006.



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

CSB BANK,

Plaintiff : No. 05-1888-CD
-vs- : IN MORTGAGE FORECLOSURE

EDWARD J. DWORETSKY, KATHLEEN
DWORETSKY, and MELISSA M.
SCHAUGHNESSY,

Defendants :

TO: EDWARD J. DWORETZKY
383 Cottage Place
P. O. Box 803
Lewistown, PA 17044

DATE OF NOTICE: February 16, 2006

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**

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

One piece of ordinary mail addressed to:
Edward J. Dworetzky
383 Cottage Place
P. O. Box 803
Lewistown, PA 17044

One piece of ordinary mail addressed to:

AMOUNT
\$0.95
PAID
POSTAGE
U.S.
16830
EERALD, PA
EFER 19.06
AMOUNT

PS Form 3817, January 2001

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

CSB BANK,

Plaintiff

: No. 05-1888-CD

-vs-

: IN MORTGAGE FORECLOSURE

EDWARD J. DWORETSKY, KATHLEEN
DWORETSKY, and MELISSA M.
SCHAUGHNESSY,

Defendants

TO: KATHLEEN DWORETSKY
a/k/a MARY KATHLEEN DWORETSKY
172 Runny Meade Est.
O'Fallon, MO 63366-8441

DATE OF NOTICE: May 2, 2006

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.

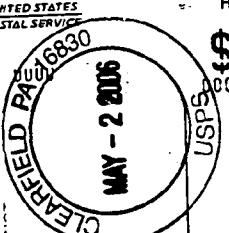
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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 PROVIDE FOR INS		
Received From: GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830		
U.S. POSTAGE PAID CLEARFIELD, PA 16830 MAY 02, 06 AMOUNT		
 \$0.95 0068283-01		
One piece of ordinary mail addressed to: KATHLEEN DWORETZKY a/k/a MARY KATHLEEN DWORETZKY 172 Runny Meade Est. O'Fallon, MO 63366-8441		

PS Form 3817, January 2001

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

CSB BANK, Plaintiff : NO. 05 - 1888 - CD
: :
-vs- : IN MORTGAGE FORECLOSURE
: :
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY, a/k/a MARY KATHLEEN :
DWORETZKY, and MELISSA M. :
SCHAUGHNESSY, :
Defendants : :

O R D E R

AND NOW, this 24th day of March, 2006, upon
consideration of the Plaintiff's Motion For Special Order For
Service, it is hereby ADJUDGED AND DECREED that NOTICE of the
filing of Plaintiff's Complaint and service of a certified copy
of said Complaint, service of the Writ of Execution and service
of Notice of Sheriff's Sale shall be served upon Defendants,
Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky and Melissa M.
Schaughnessy, as follows:

(i) As to Defendant, Kathleen Dworetzky, a/k/a Mary
Kathleen Dworetzky, by the following methods:

a. By publication on one occasion, as provided by
Pa.R.C.P. §430(b)(1);

b. By having a certified copy of the Complaint, Writ
of Execution and Notice of Sheriff's Sale posted on the
front door of the residential property situate at Section
16, Lot 67, Treasure Lake, DuBois, PA 15801; and

(c) By sending a certified copy of the Complaint and
Notice of Sheriff's Sale by regular U. S. Mail, postage
prepaid to said Defendant at 1343 Southgate Drive, Saint
Charles, Missouri 63304; and

(ii) As to Defendant, Melissa M. Schaughnessy, by the
following methods:

(a) By publication on one occasion, as provided by Pa.R.C.P. §430(b)(1); and

(b) By having a certified copy of the Complaint, Writ of Execution and Notice of Sheriff's Sale posted on the front door of the residential property situate at Section 16, Lot 67, Treasure Lake, DuBois, PA 15801.

Upon effectuating service as directed, both the Clearfield County Sheriff's Office and Plaintiff's counsel shall file an Affidavit of Service indicating the date service was made as directed herein.

BY THE COURT:

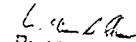
/s/ Paul E. Cherry

Judge

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

MAR 27 2006

Attest.


Paul E. Cherry
Prothonotary/
Clerk of Courts

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

COPY

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, Defendants :
:

TO: EDWARD J. DWORETZKY
383 Cottage Place
P. O. Box 803
Lewistown, PA 17044

Notice is given that a JUDGMENT, In Rem, in the above captioned matter has
been entered against you in the amount of \$87,115.83** on May 18, 2006.

**plus per diem interest from December 5, 2005 of \$18.212 per day

William A. Shaw, Prothonotary

By William A. Shaw
Deputy

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, Defendants :

TO: KATHLEEN DWORETZKY,
a/k/a MARY KATHLEEN DWORETZKY
172 Runny Meade Est.
O'Fallon, MO 63366-8441

Notice is given that a JUDGMENT, In Rem, in the above captioned matter has
been entered against you in the amount of \$87,115.83** on May 18, 2006.

**plus per diem interest from December 5, 2005 of \$18.212 per day

William A. Shaw, Prothonotary

By William A. Shaw
Deputy

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, Defendants :

TO: MELISSA M. SCHAUGHNESSY
c/o Kathleen Dworetzky
172 Runny Meade Est.
O'Fallon, MO 63366-8441

Notice is given that a JUDGMENT, In Rem, in the above captioned matter has
been entered against you in the amount of \$87,115.83** on May 18, 2006.

**plus per diem interest from December 5, 2005 of \$18.212 per day

William A. Shaw, Prothonotary

By

William A. Shaw
Deputy

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

COPY

CSB Bank
Plaintiff(s)

No.: 2005-01888-CD

Real Debt: \$87,115.83

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edward J. Dworetzky
Kathleen Dworetzky
Melissa M. Schaughnessy
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 18, 2006

Expires: May 18, 2011

Certified from the record this May 18, 2006

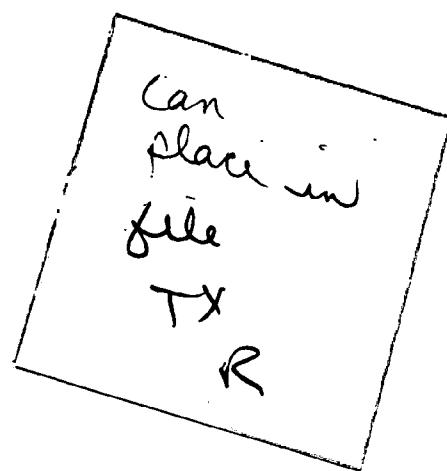


William A. Shaw, Prothonotary

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



RECEIVED
PROTHONOTARY'S OFFICE
5/24/06
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

May 9, 2006

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, Pennsylvania 16830

Re: 05-1888-CD

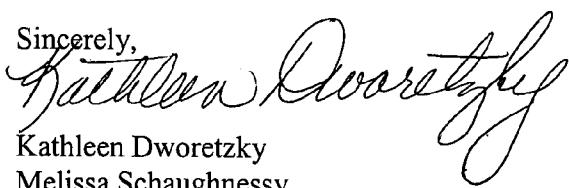
Dear Sir,

I recently returned my answer in writing to Gates & Seaman in Clearfield. In July of 2003 I filed and was granted bankruptcy protection from CSB Bank, the mortgage holder for my residence in Treasure Lake, Dubois, PA. The case was filed and granted in St. Charles, Missouri.

I have no legal or personal interest in this residence. You also have my daughter as one of the owners of the property; the courts in another lawsuit removed Her name. The firm of Noble and Ferraccio orchestrated this suit. If you would need another copy of my bankruptcy I can send it to you.

I am divorced and am not aware of my ex-husbands interest in the property.

Sincerely,


Kathleen Dworetzky
Melissa Schaughnessy

Cc: Gates & Seaman

William Shaw, Prothonotary
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830

ALTOONA PA 166

13 MAY 2006 PM 1 L

FILED
MAY 25 2006 (um)

William A. Shaw Forward time
Prothonotary/Clerk of Courts Expired

803

Edward J. Dworetzky

383 Cottage Place

P. O. Box 803

DWORAO3 170443050 1405 13 05/21/06
FORWARD TIME EXP RTN TO SEND
DWORETZKY PL
383 COTTAGE PL
LEWISTOWN PA 17044-1224

RETURN TO SENDER

16830-2448-33766642



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

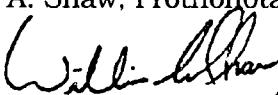
CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, Defendants :

TO: EDWARD J. DWORETZKY
383 Cottage Place
P. O. Box 803
Lewistown, PA 17044

Notice is given that a JUDGMENT, In Rem, in the above captioned matter has
been entered against you in the amount of \$87,115.83** on May 18, 2006.

**plus per diem interest from December 5, 2005 of \$18.212 per day

William A. Shaw, Prothonotary

By 

Deputy

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, Defendants :
:

PRAECLPICE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

TO WILLIAM A. SHAW, PROTHONOTARY:

Issue writ of execution in the above matter:

Amount due (as per judgment \$ 87,115.83
entered May 18, 2006, which
includes per diem interest and late
fees through December 5, 2005

Interest at \$18.212 per day from
December 5, 2005 to date of
Sheriff's Sale

\$

SUBTOTAL \$

[Costs to be added] \$

TOTAL \$

Prothonotary costs 132.06

GATES & SEAMAN

By 
Attorneys for Plaintiff,
CSB Bank

Date: May 26, 2006

FILED 

MAY 26 2006

0/3:15/06

William A. Shaw
Prothonotary/Clerk of Courts

2 CERT TO ATT
6 WANTS TO SEE ATT

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, 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 entered May 18, 2006, which includes interest and late fees through December 5, 2005) \$ 87,115.83

Interest of \$18.212 per day from December 5, 2005 to date of Sheriff's Sale:

\$

SUBTOTAL \$

[Costs to be added] \$

TOTAL \$

Seal of the Court

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

Prothonotary costs 132.00

Date 5-26-06



ALL that certain tract of land designated as Lot No. 67, Section No. 16, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by the Developer, or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

Said property also contains a two-story bungalow-style house, with said premises also being identified by Clearfield County Assessment Map No. 128-C2-016-67-21.

EXHIBIT "A"

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, 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 Treasure Lake Subdivision to Sandy 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>
Melissa M. Schaughnessy	c/o Kathleen Dworetzky 172 Runny Meade Est. O'Fallon, MO 63366-8441

2. Name and address of Defendant(s):

<u>Name</u>	<u>Address</u>
(a) Edward J. Dworetzky	383 Cottage Place P. O. Box 803 Lewistown, PA 17044
(b) Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky	172 Runny Meade Est. O'Fallon, MO 63366-8441
(c) Melissa M. Schaughnessy	c/o Kathleen Dworetzky 172 Runny Meade Est. O'Fallon, MO 63366-8441

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	(g) Jeffrey Miller 7 Rumbarger Avenue DuBois, PA 15801
(b) Jack Guthridge 113 Wayne Road DuBois, PA 15801	(h) Albert Digilarmo P. O. Box 332 DuBois, PA 15801
(c) Kaye Guthridge 113 Wayne Road DuBois, PA 15801	(i) Jeffrey Rice c/o Christopher Mohney, Esq. 90 Beaver Drive, Box 6 DuBois, PA 15801
(d) Dennis Clark 900 10 th Street Reynoldsville, PA 15851	(j) Theron G. Noble, Esq. 301 East Pine Street Clearfield, PA 16830
(e) Don Fezzel c/o Shop and Save The Commons DuBois, PA 15801	(k) Nicholas J. Giuliano, Esq. 1500 Walnut Street, Suite 1100 Philadelphia, PA 19102
(f) Rex McClure 66 Liddle Road DuBois, PA 15801	

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

Name Address

(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
Clearfield County Courthouse 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:

Lee Ann Collins,
Sandy Township Tax Collector
P. O. Box 252
DuBois, PA 15801

ALL that certain tract of land designated as Lot No. 67, Section No. 16, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by the Developer, or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

Said property also contains a two-story bungalow-style house, with said premises also being identified by Clearfield County Assessment Map No. 128-C2-016-67-21.

EXHIBIT "A"

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

I, MICHAEL A. MATTEN, Executive Vice President and Senior Lending Officer, CSB BANK, Plaintiff, verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. The undersigned understands 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,
Executive Vice President and
Senior Lending Officer,
CSB BANK

Date: May 26, 2006

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

CSB BANK, Plaintiff : No. 05-1888-CD
vs. : Type of Case: Civil Action
: Type of Pleading: Affidavit of Service
: Filed on behalf of: Plaintiff
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY, a/k/a MARY KATHLEEN: :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, :
Defendants : Counsel of Record for this
: Party: Andrew P. Gates, Esq.
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: 2 North Front Street
: P. O. Box 846
: Clearfield, Pennsylvania 16830
: (814) 765-1766
:

FILED
AUG 03 2006
10:45 AM
William A. Shaw
Prothonotary/Clerk of Courts
No. C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY, a/k/a MARY KATHLEEN : CIVIL ACTION - LAW
DWORETZKY, and MELISSA M. :
SCHAUGHNESSY, 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 July 21, 2006, by regular mail. Attached hereto as Exhibit "A" are the original Certificates of Mailing:

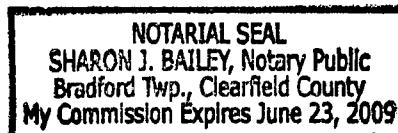
(a) Lee Ann Collins, Sandy Township Tax Collector P. O. Box 252 DuBois, PA 15801	(i) Jeffrey Miller 7 Rumbarger Avenue DuBois, PA 15801
(b) Jack Guthridge 113 Wayne Road DuBois, PA 15801	(j) Albert Digilarmo P. O. Box 332 DuBois, PA 15801
(c) Kaye Guthridge 113 Wayne Road DuBois, PA 15801	(k) Jeffrey Rice c/o Christopher Mohney, Esq. 90 Beaver Drive, Box 6 DuBois, PA 15801
(d) Dennis Clark 900 10 th Street Reynoldsville, PA 15851	(l) Theron G. Noble, Esq. 301 East Pine Street Clearfield, PA 16830
(e) Don Fezzel c/o Shop and Save The Commons DuBois, PA 15801	(m) Nicholas J. Giuliano, Esq. 1500 Walnut Street, Suite 1100 Philadelphia, PA 19102
(f) Rex McClure 66 Liddle Road DuBois, PA 15801	(n) Clearfield Co. Tax Claim Bureau, Clearfield Co. Courthouse, 230 East Market Street Clearfield, PA 16830

GATES & SEAMAN

By: Andrew P. Gates
Andrew, P. Gates, Esquire

Sworn to and subscribed before me
this 3rd day of August, 2006.

Shawn J. Bailey



FILE

AUG 03 2003

William A. Shi
Prothonotary/Clerk Court of Common Pleas

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20366
NO: 05-1888-CD

PLAINTIFF: CSB BANK

vs.

DEFENDANT: EDWARD J. DWORETZKY, KATHLEEN DWORETZKY AND MELISSA M. SCHUAUGHNESSY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/26/2006

LEVY TAKEN 06/23/2006 @ 11:00 AM

POSTED 06/23/2006 @ 11:00 AM

SALE HELD 09/01/2006

SOLD TO CSB BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/18/2006

DATE DEED FILED 10/19/2006

PROPERTY ADDRESS LOT NO. 67, SECT. 16, TREASURE LAKE DUBOIS , PA 15801

FILED

OCT 19 2006
073:051

PP
5.00

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

06/29/2006 @ 2:10 PM SERVED EDWARD J. DWORETZKY

MIFFLIN COUNTY SERVED EDWARD J. DWORETZKY, DEFENDANT, AT HIS RESIDENCE 383 COTTAGE PLACE, P. O. BOX 803, LEWISTOWN, MIFFLIN COUNTY, PENNSYLVANIA BY HANDING TO EDWARD J. DWORETZKY

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.

06/26/2006 @ SERVED KATHLEEN DWORETZKY A/K/A MARY KATHLEEN DWORETZKY

SERVED KATHLEEN DWORETZKY, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 172 RUNNY MEADE EST., O'FALLEN MO 63366-8441 CERT #70050390000372352145. CERT. RETURNED UNCLAIMED JULY 31, 2007.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

06/26/2006 @ SERVED MELISSA M. SCHUAUGHNESSY

SERVED MELISSA M. SCHUAUGHNESSY, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 172 RUNNY MEADE EST. O'FALLEN, MO 63366-8441 CERT #70050390000372352138. CERT MAIL RETURNED UNCLAIMED JULY 31, 2006.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20366
NO: 05-1888-CD

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vs.

DEFENDANT: EDWARD J. DWORETZKY, KATHLEEN DWORETZKY AND MELISSA M. SCHUAUGHNESSY

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$237.61

SURCHARGE \$60.00 PAID BY ATTORNEY

Sworn to Before Me This

19 Day of October 2006
Chas. A. Hawkins

So Answers,



By Cynthia Butler-Clephard
Chester A. Hawkins
Sheriff

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

CSB BANK, Plaintiff : No. 05 - 1888 - CD
-vs- : IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN :
DWORETZKY and MELISSA M. :
SCHAUGHNESSY, 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 entered May 18, 2006, which includes interest and late fees through December 5, 2005) \$ 87,115.83

Interest of \$18.212 per day from December 5, 2005 to date of Sheriff's Sale:

\$

SUBTOTAL \$

[Costs to be added] \$

TOTAL \$

WILLIAM A. JINKS
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

Seal of the Court

Date 5-26-06

Received May 26, 2006 @ 3:25 P.M.
Crescent A. Hawkeis
by Cynthia Butler-Aylenbray

ALL that certain tract of land designated as Lot No. 67, Section No. 16, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by the Developer, or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

Said property also contains a two-story bungalow-style house, with said premises also being identified by Clearfield County Assessment Map No. 128-C2-016-67-21.

EXHIBIT "A"

COPY FOR SHERIFF

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

CSB BANK, Plaintiff	:	NO. 05 - 1888 - CD
-vs-	:	IN MORTGAGE FORECLOSURE
EDWARD J. DWORETZKY, KATHLEEN	:	
DWORETZKY, a/k/a MARY KATHLEEN	:	
DWORETZKY, and MELISSA M.	:	
SCHAUGHNESSY,	:	
Defendants	:	

O R D E R

AND NOW, this 24th day of March, 2006, upon
consideration of the Plaintiff's Motion For Special Order For
Service, it is hereby ADJUDGED AND DECREED that NOTICE of the
filing of Plaintiff's Complaint and service of a certified copy
of said Complaint, service of the Writ of Execution and service
of Notice of Sheriff's Sale shall be served upon Defendants,
Kathleen Dworetzky, a/k/a Mary Kathleen Dworetzky and Melissa M.
Schaughnessy, as follows:

(i) As to Defendant, Kathleen Dworetzky, a/k/a Mary
Kathleen Dworetzky, by the following methods:

a. By publication on one occasion, as provided by
Pa.R.C.P. §430(b)(1);

b. By having a certified copy of the Complaint, Writ
of Execution and Notice of Sheriff's Sale posted on the
front door of the residential property situate at Section
16, Lot 67, Treasure Lake, DuBois, PA 15801; and

(c) By sending a certified copy of the Complaint and
Notice of Sheriff's Sale by regular U. S. Mail, postage
prepaid to said Defendant at 1343 Southgate Drive, Saint
Charles, Missouri 63304; and

(ii) As to Defendant, Melissa M. Schaughnessy, by the
following methods:

(a) By publication on one occasion, as provided by Pa.R.C.P. §430(b)(1); and

(b) By having a certified copy of the Complaint, Writ of Execution and Notice of Sheriff's Sale posted on the front door of the residential property situate at Section 16, Lot 67, Treasure Lake, DuBois, PA 15801.

Upon effectuating service as directed, both the Clearfield County Sheriff's Office and Plaintiff's counsel shall file an Affidavit of Service indicating the date service was made as directed herein.

BY THE COURT:

/s/ Paul E. Cherry

Judge

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

MAR 27 2006

Attest:

L. A. C.
Prothonotary
Clerk of Courts



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20366

TERM & NO. 05-1888-CD

CSB BANK

VS.

EDWARD J. DWORETZKY, KATHLEEN DWORETZKY AND MELISSA M. SCHUAUGHNESSY

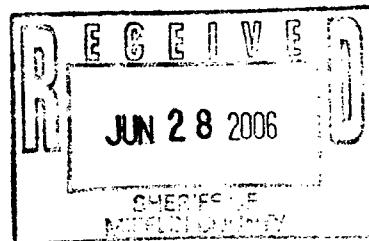
DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: JULY 24, 2006

MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE

SERVE: EDWARD J. DWORETZKY

ADDRESS: 383 COTTAGE PLACE P. O. BOX 803
LEWISTOWN, PA 17044



Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF MIFFLIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, June 26, 2006.

RESPECTFULLY,

A handwritten signature in black ink.

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Joseph A. Bradley, Sheriff
 Baron K. Lewis, Chief Deputy
 Laurie J. Kozak, Deputy
 Christopher S. Shade, Deputy
 Charles L. Angney, Deputy



David W. Molek, Solicitor
 (717) 248-9656

SHERIFF'S OFFICE

MIFFLIN COUNTY

20 North Wayne Street
 Lewistown, PA 17044

(717) 242-1105 ** (717) 242-1808

Fax: (717) 248-2907

Plaintiff: CSB Bank		Court Number: 05-1888-CD
		County: Clearfield County
Defendant: Edward J. Dworetzky, Kathleen Dworetzky, and Melissa Schaugnessy		Type of Writ or Complaint: <input checked="" type="checkbox"/> Writ <input type="checkbox"/> Execution
Serve At	Name: Edward J. Dworetzky	Address: 383 Cottage Pl., P.O. Box 803, Lewistown, Pa. 17044
	Name:	Address:

Indicate Unusual Service: Comm. of Pa. Deputation Other

Now 20, I, SHERIFF OF MIFFLIN COUNTY, PA. do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputization is made at the request and risk of plaintiff.

Sheriff of Mifflin Co.

Special Instructions or other information that will assist in expediting service:

Attorney or other Organization requesting service: Clearfield County Sheriff	Telephone No: (814) 765-2641	Date Filed: 5/26/2006
I acknowledge receipt of the Writ or Complaint as indicated above: <i>X Joseph A. Bradley</i>	Date Received: 6/28/2006	Exp. Date: 7/24/2006

I hereby CERTIFY and RETURN that I have personally served. have legal evidence of service as shown in "Remarks", have executed as shown in "Remarks", the Writ or Complaint described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc., at the address inserted below, handing a TRUE and ATTESTED copy thereof.

I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., name above. (See Remarks below.)

Name and Title of individual served: Served Edward J. Dworetzky	<input type="checkbox"/> A person of suitable age and discretion then residing at the defendant's usual place of abode.
--	---

Address where served (complete only if different than shown above)	Date of Service: 6/29/2006	Time: 2:10 PM
--	-------------------------------	------------------

Attempts	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
1	6/29/2006	6	CLA						
Advance Costs	Service Costs	Mileage		Postage	Surcharge	Notary	Total	Refund	
\$50.00	\$18.00	\$10.00		\$1.00	\$0.00	\$5.00	\$34.00	\$16.00	

Remarks: (See other side)

Sworn to and subscribed before me this

30 day of June 2006

X Margaret L. Bowersox

Notary Public COMMONWEALTH OF PENNSYLVANIA	NOTARIAL SEAL
MARGARET L. BOWERSOX, Notary Public Lewistown Boro, Mifflin County	
Notarial Seal	My Commission Expires Feb. 4, 2010

So Answers:

Deputy Sheriff <i>X Charles L. Angney</i>	Charles L. Angney	6/30/2006
Sheriff <i>X Joseph A. Bradley</i>	Joseph A. Bradley	6/30/2006



CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
SECOND STREET - SUITE 116

11 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

7005 0390 0.003 7235 2145



A 165
Hastings
S-04880
08/26/2006
10:30 AM

Mailed From 16330
US POSTAGE

KATHLEEN DWORETZKY A/K/A
MARY KATHLEEN DWORETZKY
172 RUNNY MEADE EST.
O'FALLEN, MO 63366-8441

6.29
7-6
1969

卷之三

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.[®]

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1

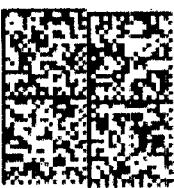
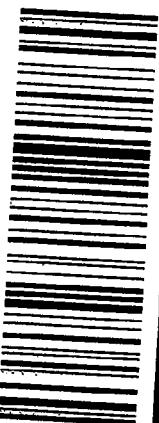
7005 0390 0003 7235 2145



CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

7005 0390 0003 7235 2138



Hasler

0161416505405
05/26/2006
Mailed From 16830
\$04.880
US POSTAGE

MELISSA M. SCHUAUGHNESSY
C/O KATHLEEN DWORETZKY
172 RUNNY MEADE EST.
O'FALLEN, MO 63366-8441

VL
6-29
7-6
7-13

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 40.63
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 44.88

0830
07 Postmark
Here

7235 2138
0003 7005

0390
Total Postage & Fees

Sent To
7005
MEELISSA M. SCHUAUGHNESSY
Street, Apt. No.: C/O KATHLEEN DWORETZKY
or PO Box No.: 172 RUNNY MEADE EST.
City, State, ZIP+4: O'FALLEN MO 63366-8441

See Reverse for Instructions

PS Form 3100, June 2002

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:

MELISSA M. SCHAUINGNESSY
C/O KATHLEEN DWORETZKY
172 RUMMY MEADE EST.
OFALLEN, MO 63366-8441

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> Agent
X	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

7705 0003 7235 2138

receipt

10295-02-M-1540



**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME EDWARD J. DWORETZKY

NO. 05-1888-CD

NOW, October 19, 2006, 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 September 01, 2006, I exposed the within described real estate of Edward J. Dworetzky, Kathleen Dworetzky And Melissa M. Schaugnessy 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:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.70
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$237.61

DEED COSTS:

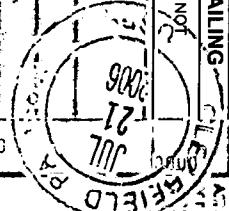
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

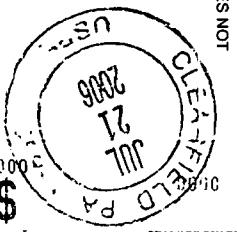
DEBT-AMOUNT DUE	87,115.83
INTEREST @ 18.1200 %	4,892.40
FROM 12/05/2005 TO 09/01/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$92,068.23
COSTS:	
ADVERTISING	1,028.10
TAXES - COLLECTOR	2,260.62
TAXES - TAX CLAIM	12,872.34
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	237.61
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$16,884.67

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

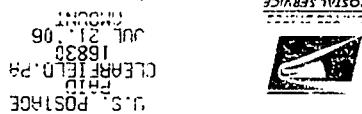
CHESTER A. HAWKINS, Sheriff

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:			
Theron G. Noble, Esq.			
301 E. Pine Street			
Clearfield, PA 16830			
			
U.S. POSTAGE CLEARFIELD, PA 16830 JULY 21 2006			

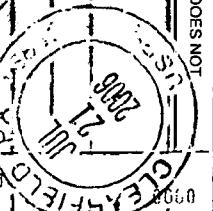
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From GATES & SEAMAN		
2 North Front Street		
P.O. Box 846		
Clearfield, PA 16830		
One piece of mail		
Jeffrey Rice		
c/o Christopher Mohney, Esq.		
90 Beaver Dr., Suite 111B		
DuBois, PA 15801		



00085235-04
\$0.95



U.S. POSTAL SERVICE
CLEARFIELD, PA
JUL 21 2006

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received Fr.	GATES & SEAMAN		
	2 North Front Street		
	P.O. Box 846		
	Clearfield, PA 16830		
One piece of ordinary mail addressed to: Nicholas J. Giuliano, Esq. 1500 Walnut St. Suite 1000 Philadelphia, PA 19102			
			
U.S. POSTAGE CLEARFIELD, PA 16830 JUL 21, 06			
00085235-04			
\$0.95			

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 IS NOT RESPONSIBLE FOR THE LOSS OR DAMAGE OF MAIL.			
Re: GATES & SEAMAN			
2 North Front Street			
P.O. Box 846			
Clearfield, PA 16830			
One piece of ordinary mail addressed to:			
Clearfield Co. Tax Claim Bureau			
230 E. Market Street			
Clearfield, PA 16830			
PS Form 3817, January 2001			

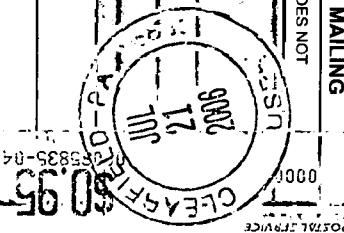
50.95

00085835-04

Clearfield, PA 16830 06
JULY 21 2001
CLERK
U.S. POSTAGE

U.S. POSTAL SERVICE



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: Melissa Schaugnessy c/o Kathleen Dworetzky 172 Runny Meade Bst. O'Fallon, MO 63366-8441			
			
U.S. POSTAGE CLEARFIELD, PA 16830 JULY 21 2006 POSTAL SERVICE			

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			
Jeffrey Miller			
7 Rumbarger Avenue			
DuBois, PA 15801			
U.S. POSTAGE PAID CLEARFIELD, PA 16830 JUL 21 1996 ACCOUNT \$0.95 00085835-04			

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:

Edward J. Dworetzky
383 CottagePlacee/P.O. Box 803
Lewistown, PA 17044

U.S. POSTAGE
PA
CLEARFIELD, PA
16830
JUL 21 2006
AMOUNT

\$0.95
09085835-34

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

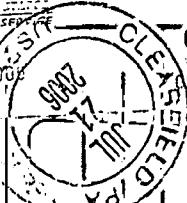
U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
JUL 21 1996
1000
\$0.95
00085835-04

Ruthleen Dworetzky, a/k/a
Mary Kathleen Dworetzky
172 Runny Meade Est.
O'Fallon, MO 63366-8441

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		U.S. POSTAGE CLEARFIELD, PA 16830 JUL 21 2006 AMOUNT \$0.95 00985835-34	
One piece of ordinary mail addressed to: Don Fezzel, c/o Shop & Save The Commons DuBois, PA 15801			

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			
Recd ¹ 11	GATES & SEAMAN <input type="checkbox"/> 2 North Front Street <input type="checkbox"/> P.O. Box 846 <input type="checkbox"/> Clearfield, PA 16830 <small>One piece, 1 lb. 10 oz.</small> Kaye Guthridge <input type="checkbox"/> 1113 Wayne Road <input type="checkbox"/> DuBois, PA 15801		
 U.S. POSTAGE CLEARFIELD, PA 15830 JUL 21 2006 11001 \$0.95 0095835-04			

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		U.S. POSTAGE PAID CLEARFIELD, PA 16830 JUL 21 2005 PM \$0.95 30085835-04	
One piece of ordinary mail addressed to: Dennis Clark 900 10th Street Reynoldsville, PA 15851			

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		
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	2-North-Front Street	
	P.O. Box 846	
	Clearfield, PA 16830	
One piece of ordinary mail addressed to:		
Lee Ann Collins, Sandy Twp. Tx. P. O. Box 252 DuBois, PA 15801		
U.S. POSTAGE PAID CLEARFIELD, PA 16830 JUL 21 1966 ACOUNT		\$0.95
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CLEARFIELD, PA JUL 21 1966 ACOUNT		

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