

06-52-CD

CSB Bank vs Gerald Delucia et al

CSB Bank vs Gerald Delucia et al
2006-52-CD

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

CSB BANK, Plaintiff : No. 06- 52 -CD
vs. Plaintiff : Type of Case: Civil Action
Defendants: Plaintiff : Type of Pleading: Complaint
in Mortgage Foreclosure
Plaintiff : Filed on behalf of: Plaintiff
GERALD M. DeLUCIA and :
HEATHER L. RICCIOTTI, :
Defendants: Plaintiff : Counsel of Record for this Party:
Plaintiff : Andrew P. Gates
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

01/11/58

DOC AAG Gates
PA \$85.00 AAG
JAN 12 2006

William A. Shaw
Prothonotary

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

CSB BANK, Plaintiff : No. 06 - - CD
:
-vs- : IN MORTGAGE FORECLOSURE
:
GERALD M. DeLUCIA and HEATHER L. :
RICCIOTTI, 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
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CSB BANK, Plaintiff : No. 06 - - CD
: :
-vs- : IN MORTGAGE FORECLOSURE
: :
GERALD M. DeLUCIA and HEATHER L. :
RICCIOTTI, Defendants : :

C O M P L A I N T

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

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

2. Defendant, GERALD M. DeLUCIA, is an adult individual who presently resides in Houtzdale Borough, Clearfield County, Pennsylvania, with a mailing address of 280 Electric Avenue, Houtzdale, Pennsylvania 16651-2432.

3. Defendant, HEATHER L. RICCIOTTI, is an adult individual who presently resides in Clearfield Borough, Clearfield County, Pennsylvania, with a mailing address of 325 East Market Street, Clearfield, Pennsylvania 16830.

4. The Plaintiff, CSB BANK, brings this action to foreclose a Mortgage dated September 3, 2002 between Defendants, GERALD M. DeLUCIA and HEATHER L. RICCIOTTI, Mortgagors, and CSB

BANK, Mortgagee, in the principal amount of \$22,280.29, which Mortgage covers residential real estate situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 200214218.

5. The land and improvements subject to the mortgage are situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania and are more fully described in Exhibit "A" which is attached hereto and made a part hereof.

6. On October 20, 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, GERALD M. DeLUCIA, at his then last known address, by Certified Mail, return receipt requested, Certified No. 7003 3110 0000 0761 5101 in the Postal System of the United States of America. A true and correct copy of the aforesaid notice and U. S. Postal Service form 3800 are attached hereto and made a part hereof, collectively, as Exhibit "B".

7. On October 20, 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, HEATHER L. RICCIOTTI, by Certified Mail, return receipt requested, Certified No. 7003 3110 0000 0761 5118 in the Postal System of the United States of America. A true and correct copy of the aforesaid notice and U. S.

Postal Service form 3800 are attached hereto and made a part hereof, collectively, as Exhibit "C".

8. 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).

9. On October 20, 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 both Defendants, GERALD M. DeLUCIA and HEATHER L. RICCIOTTI, by first class mail postage-prepaid at the following address:

Gerald M. DeLucia
325 East Market Street
Clearfield, PA 16830

Heather L. Ricciotti
325 East Market Street
Clearfield, PA 16830

A true and correct copy of the aforesaid Notice is attached hereto as a portion of Exhibits "B" and "C", while copies of U. S. Postal Service Forms 3817, evidencing said Notices were mailed on October 20, 2005 to both Defendants, is attached hereto and made a part hereof as Exhibit "D".

10. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following receipt by said Defendants of Plaintiff's aforementioned Notice thereby satisfying the Notice requirements of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq).

11. The Mortgage is in serious default because the Defendants have failed to make monthly payments on the dates they were due and at the present time said mortgage payments are more than nine (9) months in arrears.

12. Despite Plaintiff making the payment demands as set forth in Paragraphs 6, 7 and 9 hereof, the Defendants have failed to bring the payments current.

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

(a) Outstanding principal balance	\$19,027.04
(b) Accrued interest through 12/14/05	\$ 1,063.99
(c) Late fees through 12/14/05	\$ 180.00
(d) Reasonable attorneys' fees	<u>\$ 1,000.00</u>
Subtotal	\$21,271.03
Less: Estimated insurance refund	<u>\$ 1,907.09</u>
TOTAL	\$19,363.94**

**Plus per diem interest from December 14, 2005 of \$5.1816 per day

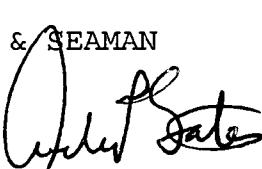
14. The Defendants are also in default under the terms of the Mortgage of September 3, 2002 since they did not pay the 2004 real estate taxes which are currently due and owing to the Clearfield County Tax Claim Bureau in the sum of \$1,028.09.

15. Photocopies of the Mortgage and Note are attached hereto and made a part hereof as Exhibits "E" and "F".

WHEREFORE, the Plaintiff demands judgment against Defendants, GERALD M. DeLUCIA and HEATHER L. RICCIOTTI, in the sum of \$19,363.94, plus costs of suit and per diem interest of

\$5.1816 per day accruing on the loan from December 14, 2005.

GATES & SEAMAN

By 

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

Gerald M. Delucia
Heather L. Ricciotti

EXHIBIT 'A'

ALL that certain lot with the residential dwelling and other improvements thereon situate in the Fourth ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on the North by Market Street;

On the East by eastern one-half of Lot No. 174;

On the South by an alley;

And on the West by Lot No. 165 belonging, now or formerly, to Watson Estate and having a frontage on Market Street of twenty-five (25) feet and extending back between parallel lines one hundred and seventy-two (172) feet to an alley and being the western one-half of Lot No. 174 in the original plan of the Borough of Clearfield

Being the same premises granted and conveyed unto the Mortgagors herein by deed of Carol G. Elkins dated December 9th, 1999 and entered for record in the Office of the Recorder of Deeds, of Clearfield County, by instrument number 199920267



To: Gerald M. Delucia
325 East Market St.
Clearfield, PA 16830

ACT 91 NOTICE and NOTICE OF INTENTION TO FORECLOSE MORTGAGE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home situated at 325 East Market St., Clearfield, PA, is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: Gerald M. Delucia and Heather L. Ricciotti
PROPERTY ADDRESS: 325 E. Market St., Clearfield, PA 16830
LOAN ACCOUNT NO.: 312099
ORIGINAL LENDER: CSB Bank
CURRENT LENDER/SERVICER: CSB Bank

EXHIBIT "B" - 6 pages

MORTGAGE OBLIGATION: Mortgage Note dated September 3, 2002 between CSBBank (Lender/ Mortgagee) and Gerald M. Delucia and Heather L. Ricciotti (Borrowers/Mortgagors) in the principal amount of \$22,280.29, secured by Mortgage between same parties dated September 3, 2002 and recorded in Clearfield County Deeds and Record, Instrument # 200214218.

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, \$2,117.06**, at the rate of 9.94% per annum (\$5.1816 per day), **PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

- (1) Paying all delinquent 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.

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: James J. Dezack

James J. Dezack

Assistant Collection Manager

Date of Notice: October 20, 2005

CENTRE COUNTY

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

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

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

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

CLEARFIELD COUNTY

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

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

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

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

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

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:

Gerald M DeLucia
325 E. Market St
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: 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

(Transfer from service label)

7003 3110 0000 0761 5101

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

(814) 371-3066

(814) 672-5396

(814) 834-4020

U.S. Postal Service™**CERTIFIED MAIL™ RECEIPT***(Domestic Mail Only; No Insurance Coverage Provided)*For delivery information visit our website at www.usps.com**OFFICIAL USE**

Postage

\$.60

Certified Fee

2.30

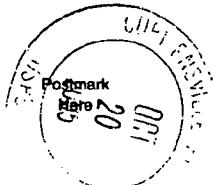
Return Receipt Fee
(Endorsement Required)

1.75

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 4.65



Sent To

Gerald M DELUCIA

Street, Apt. No.

325 E MARKET ST

or PO Box No.

Clearfield PA 16830

City, State, ZIP+4

See Reverse for Instructions

PS Form 3800, June 2002



To: Heather L. Ricciotti
325 East Market St.
Clearfield, PA 16830

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HOMEOWNER'S NAME: Gerald M. Delucia and Heather L. Ricciotti

PROPERTY ADDRESS: 325 E. Market St., Clearfield, PA 16830

LOAN ACCOUNT NO.: 312099

ORIGINAL LENDER: CSB Bank

CURRENT LENDER/SERVICER: CSB Bank

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

By: James J. Dezack



Assistant Collection Manager

Date of Notice: October 20, 2005

CENTRE COUNTY

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217 E. Plank Road
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FAX (814) 238-3669

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Williamsport, PA 17703
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FAX (570) 323-6626

CLEARFIELD COUNTY

Keystone Economic Development Corporation
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Johnstown, PA 15901
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FAX (814) 539-1688

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Altoona, PA 16602
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FAX (814) 238-3669

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

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

SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Heather L. Ricciotti,
325 E. Market St
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: 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

(Transfer from service label)

7003 3110 0000 0761 5118

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

• (014) 874-3050

• (014) 834-4U2U

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

For delivery information visit our website at www.usps.com**OFFICIAL USE**

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



Sent To	Heather L. Ricciotti,
Street, Apt. No., or PO Box No.	325 E. MARKET ST
City, State, ZIP+4	Clearfield PA 16830

PS Form 3800, June 2002

See Reverse for Instructions

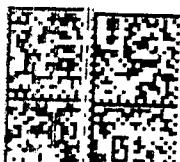
U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<p style="text-align: center;"><u>CSB Bank</u> <u>PO Box 29</u> <u>CURWENSBURG PA 16833</u></p>	
<p>One piece of ordinary mail addressed to:</p> <p style="text-align: center;"><u>Gerald m. Delucia</u></p> <p style="text-align: center;"><u>325 E. MARKET ST.</u> <u>Clearfield PA 16830</u></p>	

PS Form 3817, January 2001

EXHIBIT "D" - 2 pages

POSTAGE

049J82020095
\$00.900
10/20/2005
Mailed From 16833
U.S. POSTAGE



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>P O Box 29</u>	
<u>CURWENSVILLE PA 16833</u>	
One piece of ordinary mail addressed to:	
<u>Heather L. Ricciotti</u>	
<u>325 E. MARKET ST.</u>	
<u>Clearfield Pa 16830</u>	

PS Form 3817, January 2001

RECORDATION REQUESTED BY:

CSB BANK
Coalport Office
Main & Linwood Streets
P.O. Box 354
Coalport, PA 16627

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200214213
RECORDED ON
SEP 09, 2002
8:59:35 AM
Total Pages: 5

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**MORTGAGE**

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$22,280.29.

THIS MORTGAGE dated September 3, 2002, is made and executed between GERALD M DELUCIA and HEATHER L RICCIOTTI, whose address is 325 E MARKET ST, CLEARFIELD, PA 16830 (referred to below as "Grantor") and CSB BANK, whose address is Main & Linwood Streets, P.O. Box 354, Coalport, PA 16627 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CLEARFIELD County, Commonwealth of Pennsylvania:

See EXHIBIT 'A', which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 325 E MARKET ST, CLEARFIELD, PA 16830.

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

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

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

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

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

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

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Mortgage.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by

MORTGAGE (Continued)

Page 2

Lender, and except for the lien of taxes and assessments not due and except as otherwise provided in this Mortgage.

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

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

Lender's Expenditures. If Grantor fails (1) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, (3) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Mortgage:

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

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

Existing Indebtedness. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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

Events of Default. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

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

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

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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

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

Insecurity. Lender in good faith believes itself insecure.

Rights and Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Gerald M. Delucia
Heather L. Ricciotti

EXHIBIT 'A'

ALL that certain lot with the residential dwelling and other improvements thereon situate in the Fourth ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on the North by Market Street;

On the East by eastern one-half of Lot No. 174;

On the South by an alley;

And on the West by Lot No. 165 belonging, now or formerly, to Watson Estate and having a frontage on Market Street of twenty-five (25) feet and extending back between parallel lines one hundred and seventy-two (172) feet to an alley and being the western one-half of Lot No. 174 in the original plan of the Borough of Clearfield

Being the same premises granted and conveyed unto the Mortgagors herein by deed of Carol G. Elkins dated December 9th, 1999 and entered for record in the Office of the Recorder of Deeds, of Clearfield County, by instrument number 199920267

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

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

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

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

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

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

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Mortgage:

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

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

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

Borrower. The word "Borrower" means GERALD M DELUCIA and HEATHER L RICCIOTTI, and all other persons and entities signing the Note.

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

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

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means GERALD M DELUCIA and HEATHER L RICCIOTTI.

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

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

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

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

Note. The word "Note" means the promissory note dated September 3, 2002, in the original principal amount of \$22,280.29 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 9, 2012.

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

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

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

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

MORTGAGE
(Continued)

Page 4

Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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

GRANTOR


X Heather L. Ricciotti
GERALD M. DELUCIA, Individually

(Seal)

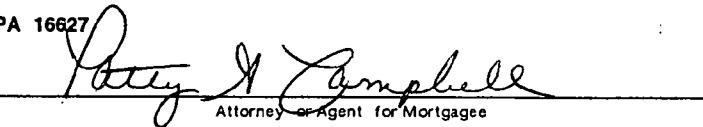

X Heather L. Ricciotti
HEATHER L. RICCIOTTI, Individually

(Seal)

CERTIFICATE OF RESIDENCE

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

Coalport Office, Main & Linwood Streets, P.O. Box 354, Coalport, PA 16627



Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

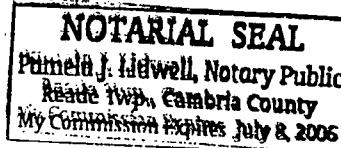
)

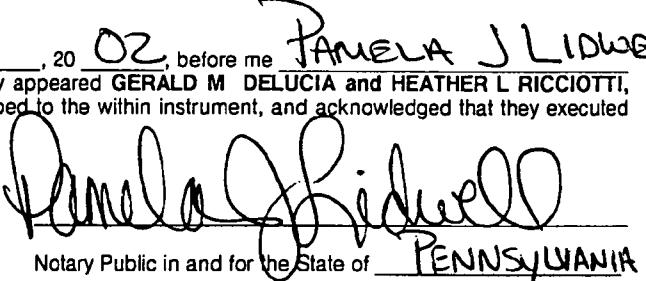
) SS

)

On this, the 3rd day of SEPTEMBER, 20 02, before me PAMELA J. LIDWELL,
the undersigned Notary Public, personally appeared GERALD M. DELUCIA and HEATHER L. RICCIOTTI,
known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed
the same for the purposes therein contained.

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





Notary Public in and for the State of PENNSYLVANIA

PROMISSORY NOTE

Principal \$22,280.29	Loan Date 09-03-2002	Maturity 09-09-2012	Loan No. 314097	Call / Coll. 0007	Account	Officer 027	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: GERALD M DELUCIA
HEATHER L RICCIOTTI
325 E MARKET ST
CLEARFIELD, PA 16830

Lender: CSB BANK
Coalport Office
Main & Linwood Streets
P.O. Box 354
Coalport, PA 16627

Principal Amount: \$22,280.29

Interest Rate: 9.940%

Date of Note: September 3, 2002

Maturity Date: September 9, 2012

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-two Thousand Two Hundred Eighty & 29/100 Dollars (\$22,280.29), together with interest at the rate of 9.940% per annum on the unpaid principal balance from September 9, 2002, until paid in full.

PAYMENT. I will pay this loan in 120 payments of \$293.75 each payment. My first payment is due October 9, 2002, and all subsequent payments are due on the same day of each month after that. My final payment will be due on September 9, 2012, and will be for all principal and all accrued interest not yet paid. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, Coalport Office, Main & Linwood Streets, P.O. Box 354, Coalport, PA 16627.

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

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

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

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

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

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein, all the terms and conditions of which are hereby incorporated and made a part of this Note: a Mortgage dated September 3, 2002, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania.

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

PROPERTY INSURANCE. I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this

**PROMISSORY NOTE
(Continued)**

Page 2

requirement is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

AUTOMATIC DRAFT PROVISION. Upon the closing of any account from which there is an automatic draft, the rate for the loan will increase by .50%.

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

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: CSB BANK, Coalport Office, Main & Linwood Streets, P.O. Box 354, Coalport, PA 16627

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

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

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

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

BORROWER:


X _____
GERALD M. DELUCIA, Individually

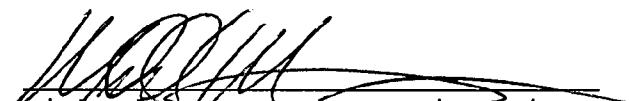
(Seal)


X _____
HEATHER L. RICCIOTTI, Individually

(Seal)

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: 1/12, 2006

FILED

JAN 12 2006

William A. Shaw
Prothonotary

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

FILED 02/16/2016 No CC
FEB 16 2016 Cert. of Disc.
to Atty Gates
William A. Shaw
Prothonotary/Clerk of Courts Copy to CJA

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

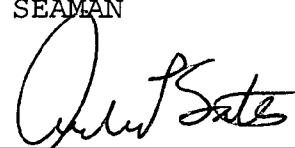
CSB BANK, Plaintiff : No. 06 - 52 - CD
: IN MORTGAGE FORECLOSURE
-vs- :
GERALD M. DeLUCIA and HEATHER L. :
RICCIOTTI, Defendants :
:

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Please mark the above captioned matter as "settled,
discontinued and ended".

GATES & SEAMAN



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

Date: February 8, 2006

FILED

FEB 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CCAY

CIVIL DIVISION

CSB Bank

Vs.

No. 2006-00052-CD

**Gerald M. Delucia
Heather L. Ricciotti**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 16, 2006, marked:

Settled, Discontinued and Ended

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of February A.D. 2006.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101157
NO: 06-52-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK
VS.
DEFENDANT: GERALD M. DELUCIA and HEATHER L. RICCIOTTI

SHERIFF RETURN

NOW, January 30, 2006 AT 10:19 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GERALD M. DeLUCIA DEFENDANT AT 280 ELECTRIC AVE., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GERALD M. DELUCIA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO / DAVIS

FILED
01/30/06
MAR 20 2006
LM
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **101157**

CSB BANK

Case # **06-52-CD**

VS.

GERALD M. DELUCIA and HEATHER L. RICCIOTTI

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 17, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO HEATHER L. RICCIOTTI, DEFENDANT. ATTEMPTED SEVERAL TIMES, NOT HOME.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101157
NO: 06-52-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK
vs.
DEFENDANT: GERALD M. DELUCIA and HEATHER L. RICCIOTTI

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GATES	35262	20.00
SHERIFF HAWKINS	GATES	35262	47.41

Sworn to Before Me This

So Answers,

____ Day of _____ 2006



Chester A. Hawkins
Sheriff

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

CSB BANK, Plaintiff : No. 06 - 52 - CD
-vs- : IN MORTGAGE FORECLOSURE
GERALD M. DeLUCIA and HEATHER L. :
RICCIOTTI, 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

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

JAN 12 2006

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

CSB BANK, Plaintiff : No. 06 - - CD
-vs- : IN MORTGAGE FORECLOSURE
GERALD M. DeLUCIA and HEATHER L. :
RICCIOTTI, Defendants :
:

C O M P L A I N T

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

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

2. Defendant, GERALD M. DeLUCIA, is an adult individual who presently resides in Houtzdale Borough, Clearfield County, Pennsylvania, with a mailing address of 280 Electric Avenue, Houtzdale, Pennsylvania 16651-2432.

3. Defendant, HEATHER L. RICCIOTTI, is an adult individual who presently resides in Clearfield Borough, Clearfield County, Pennsylvania, with a mailing address of 325 East Market Street, Clearfield, Pennsylvania 16830.

4. The Plaintiff, CSB BANK, brings this action to foreclose a Mortgage dated September 3, 2002 between Defendants, GERALD M. DeLUCIA and HEATHER L. RICCIOTTI, Mortgagors, and CSB

BANK, Mortgagee, in the principal amount of \$22,280.29, which Mortgage covers residential real estate situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 200214218.

5. The land and improvements subject to the mortgage are situate in the Fourth Ward of Clearfield Borough, Clearfield County, Pennsylvania and are more fully described in Exhibit "A" which is attached hereto and made a part hereof.

6. On October 20, 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, GERALD M. DeLUCIA, at his then last known address, by Certified Mail, return receipt requested, Certified No. 7003 3110 0000 0761 5101 in the Postal System of the United States of America. A true and correct copy of the aforesaid notice and U. S. Postal Service form 3800 are attached hereto and made a part hereof, collectively, as Exhibit "B".

7. On October 20, 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, HEATHER L. RICCIOTTI, by Certified Mail, return receipt requested, Certified No. 7003 3110 0000 0761 5118 in the Postal System of the United States of America. A true and correct copy of the aforesaid notice and U. S.

Postal Service form 3800 are attached hereto and made a part hereof, collectively, as Exhibit "C".

8. 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).

9. On October 20, 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 both Defendants, GERALD M. DeLUCIA and HEATHER L. RICCIOTTI, by first class mail postage-prepaid at the following address:

Gerald M. DeLucia
325 East Market Street
Clearfield, PA 16830

Heather L. Ricciotti
325 East Market Street
Clearfield, PA 16830

A true and correct copy of the aforesaid Notice is attached hereto as a portion of Exhibits "B" and "C", while copies of U.S. Postal Service Forms 3817, evidencing said Notices were mailed on October 20, 2005 to both Defendants, is attached hereto and made a part hereof as Exhibit "D".

10. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following receipt by said Defendants of Plaintiff's aforementioned Notice thereby satisfying the Notice requirements of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq).

11. The Mortgage is in serious default because the Defendants have failed to make monthly payments on the dates they were due and at the present time said mortgage payments are more than nine (9) months in arrears.

12. Despite Plaintiff making the payment demands as set forth in Paragraphs 6, 7 and 9 hereof, the Defendants have failed to bring the payments current.

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

(a) Outstanding principal balance	\$19,027.04
(b) Accrued interest through 12/14/05	\$ 1,063.99
(c) Late fees through 12/14/05	\$ 180.00
(d) Reasonable attorneys' fees	<u>\$ 1,000.00</u>
Subtotal	\$21,271.03
Less: Estimated insurance refund	<u>\$ 1,907.09</u>
TOTAL	\$19,363.94**

**Plus per diem interest from December 14, 2005 of \$5.1816 per day

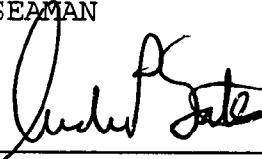
14. The Defendants are also in default under the terms of the Mortgage of September 3, 2002 since they did not pay the 2004 real estate taxes which are currently due and owing to the Clearfield County Tax Claim Bureau in the sum of \$1,028.09.

15. Photocopies of the Mortgage and Note are attached hereto and made a part hereof as Exhibits "E" and "F".

WHEREFORE, the Plaintiff demands judgment against Defendants, GERALD M. DeLUCIA and HEATHER L. RICCIOTTI, in the sum of \$19,363.94, plus costs of suit and per diem interest of

\$5.1816 per day accruing on the loan from December 14, 2005.

GATES & SEAMAN

By 

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

Gerald M. Delucia
Heather L. Ricciotti

EXHIBIT 'A'

ALL that certain lot with the residential dwelling and other improvements thereon situate in the Fourth ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on the North by Market Street;

On the East by eastern one-half of Lot No. 174;

On the South by an alley;

And on the West by Lot No. 165 belonging, now or formerly, to Watson Estate and having a frontage on Market Street of twenty-five (25) feet and extending back between parallel lines one hundred and seventy-two (172) feet to an alley and being the western one-half of Lot No. 174 in the original plan of the Borough of Clearfield

Being the same premises granted and conveyed unto the Mortgagors herein by deed of Carol G. Elkins dated December 9th, 1999 and entered for record in the Office of the Recorder of Deeds, of Clearfield County, by instrument number 199920267



To: Gerald M. Delucia
325 East Market St.
Clearfield, PA 16830

ACT 91 NOTICE and NOTICE OF INTENTION TO FORECLOSE MORTGAGE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home situated at 325 East Market St., Clearfield, PA, is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: Gerald M. Delucia and Heather L. Ricciotti

PROPERTY ADDRESS: 325 E. Market St., Clearfield, PA 16830

LOAN ACCOUNT NO.: 312099

ORIGINAL LENDER: CSB Bank

CURRENT LENDER/SERVICER: CSB Bank

EXHIBIT "B" - 6 pages

MORTGAGE OBLIGATION: Mortgage Note dated September 3, 2002 between CSBBank (Lender/ Mortgagee) and Gerald M. Delucia and Heather L. Ricciotti (Borrowers/Mortgagors) in the principal amount of \$22,280.29, secured by Mortgage between same parties dated September 3, 2002 and recorded in Clearfield County Deeds and Record, Instrument # 200214218.

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, \$2,117.06**, at the rate of 9.94% per annum (\$5.1816 per day), **PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

- (1) Paying all delinquent 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.

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: James J. Dezack

James J. Dezack

Assistant Collection Manager

Date of Notice: October 20, 2005

CENTRE COUNTY

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

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

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

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

CLEARFIELD COUNTY

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

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

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

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

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

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:

Gerald M DeLucia
325 E. Market St
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: 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

(Transfer from service label)

7003 3110 0000 0761 5101

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

(814) 31-3066

(814) 672-5396

(814) 834-4020

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

For delivery information visit our website at www.usps.com**OFFICIAL USE**

Postage

\$.60

Certified Fee

2.30

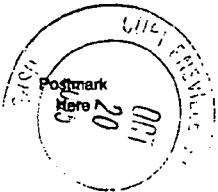
Return Receipt Fee
(Endorsement Required)

1.75

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$ 4.65



Sent To	Gerald M DeLucia
Street, Apt. No.; or PO Box No.	325 E MARKET ST
City, State, ZIP+4	Clearfield PA 16830

PS Form 3800, June 2002

See Reverse for Instructions



To: Heather L. Ricciotti
325 East Market St.
Clearfield, PA 16830

ACT 91 NOTICE and NOTICE OF INTENTION TO FORECLOSE MORTGAGE

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HOMEOWNER'S NAME: Gerald M. Delucia and Heather L. Ricciotti

PROPERTY ADDRESS: 325 E. Market St., Clearfield, PA 16830

LOAN ACCOUNT NO.: 312099

ORIGINAL LENDER: CSB Bank

CURRENT LENDER/SERVICER: CSB Bank

EXHIBIT "C" - 6 pages

MORTGAGE OBLIGATION: Mortgage Note dated September 3, 2002 between CSBBank (Lender/ Mortgagee) and Gerald M. Delucia and Heather L. Ricciotti (Borrowers/Mortgagors) in the principal amount of \$22,280.29, secured by Mortgage between same parties dated September 3, 2002 and recorded in Clearfield County Deeds and Record, Instrument # 200214218.

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, \$2,117.06**, at the rate of 9.94% per annum (\$5.1816 per day), **PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

- (1) Paying all delinquent 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.

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: James J. Dezack

James J. Dezack

Assistant Collection Manager

Date of Notice: October 20, 2005

CENTRE COUNTY

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

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

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

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

CLEARFIELD COUNTY

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

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

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

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

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

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:

Heather L. Ricciotti,
325 E. Market St
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: 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

(Transfer from service label)

7003 3110 0000 0761 5118

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

1014/01/2004

1014/01/2004

1014/01/2004

U.S. Postal Service™**CERTIFIED MAIL™ RECEIPT***(Domestic Mail Only; No Insurance Coverage Provided)*For delivery information visit our website at www.usps.com**OFFICIAL USE**

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

Sent To

Heather L. Ricciotti,
325 E. MARKET ST
Clearfield PA 16830

PS Form 3800, June 2002

See Reverse for Instructions

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>CURWENSBURG PA 16833</u>	
One piece of ordinary mail addressed to: <u>Gerald m. Delucia</u> <u>325 E. MARKET ST.</u> <u>Clermont PA 16830</u>	

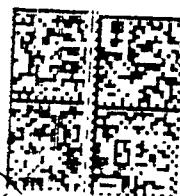
PS Form 3817, January 2001

EXHIBIT "D" - 2 pages

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<p>CSB BANK PO BOX 29 CURWENSVILLE PA 16833</p>	
One piece of ordinary mail addressed to:	
<p>Heather L. Ricciotti 325 E. MARKET ST. Clearfield Pa 16830</p>	

HITAGE

\$ 00 900



PS Form 3817, January 2001

KAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania

INSTRUMENT NUMBER	Sep 09, 2002
RECORDED ON	8:59:35 AM
Total Pages: 5	

RECORDATION REQUESTED BY:

CSB BANK
 Coalport Office
 Main & Linwood Streets
 P.O. Box 354
 Coalport, PA 16627

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$22,280.29.

THIS MORTGAGE dated September 3, 2002, is made and executed between GERALD M DELUCIA and HEATHER L RICCIOTTI, whose address is 325 E MARKET ST, CLEARFIELD, PA 16830 (referred to below as "Grantor") and CSB BANK, whose address is Main & Linwood Streets, P.O. Box 354, Coalport, PA 16627 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CLEARFIELD County, Commonwealth of Pennsylvania:

See EXHIBIT 'A', which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 325 E MARKET ST, CLEARFIELD, PA 16830.

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

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

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

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

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

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

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Mortgage.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by

MORTGAGE (Continued)

Page 2

Lender, and except for the lien of taxes and assessments not due and except as otherwise provided in this Mortgage.

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

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

Lender's Expenditures. If Grantor fails (1) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, (3) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Mortgage:

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

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

Existing Indebtedness. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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

Events of Default. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

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

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

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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

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

Insecurity. Lender in good faith believes itself insecure.

Rights and Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Gerald M. Delucia
Heather L. Ricciotti

EXHIBIT 'A'

ALL that certain lot with the residential dwelling and other improvements thereon situate in the Fourth ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on the North by Market Street;

On the East by eastern one-half of Lot No. 174;

On the South by an alley;

And on the West by Lot No. 165 belonging, now or formerly, to Watson Estate and having a frontage on Market Street of twenty-five (25) feet and extending back between parallel lines one hundred and seventy-two (172) feet to an alley and being the western one-half of Lot No. 174 in the original plan of the Borough of Clearfield

Being the same premises granted and conveyed unto the Mortgagors herein by deed of Carol G. Elkins dated December 9th, 1999 and entered for record in the Office of the Recorder of Deeds, of Clearfield County, by instrument number 199920267

MORTGAGE (Continued)

Page 3

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

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

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

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

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

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

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Mortgage:

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

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

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

Borrower. The word "Borrower" means GERALD M DELUCIA and HEATHER L RICCIOTTI, and all other persons and entities signing the Note.

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

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

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means GERALD M DELUCIA and HEATHER L RICCIOTTI.

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

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

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

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

Note. The word "Note" means the promissory note dated September 3, 2002, in the original principal amount of \$22,280.29 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 9, 2012.

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

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

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

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

MORTGAGE (Continued)

Page 4

Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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

GRANTOR


X Gerald M. Delucia, Individually

(Seal)

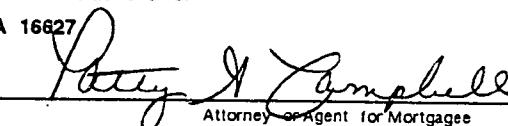

X Heather L. Ricciotti
HEATHER L RICCIOTTI, Individually

(Seal)

CERTIFICATE OF RESIDENCE

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

Coalport Office, Main & Linwood Streets, P.O. Box 354, Coalport, PA 16627



Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

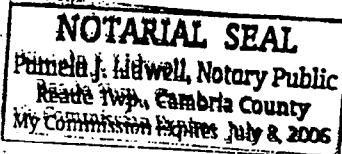
COMMONWEALTH OF PENNSYLVANIA

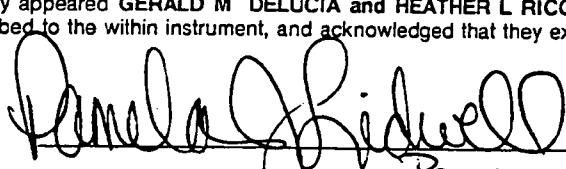
COUNTY OF CLEARFIELD

)
)
)
)

On this, the 3rd day of SEPTEMBER, 20 02, before me PAMELA J. HIDWELL,
the undersigned Notary Public, personally appeared GERALD M. DELUCIA and HEATHER L. RICCIOTTI,
known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed
the same for the purposes therein contained.

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




Notary Public in and for the State of PENNSYLVANIA

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call/Cont	Account	Officer	Initials
\$22,280.29	09-03-2002	09-09-2012	312099	0007		027	

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

Borrower: GERALD M DELUCIA
HEATHER L RICCIOTTI
325 E MARKET ST
CLEARFIELD, PA 16830

Lender: CSB BANK
Coalport Office
Main & Linwood Streets
P.O. Box 354
Coalport, PA 16627

Principal Amount: \$22,280.29

Interest Rate: 9.940%

Date of Note: September 3, 2002

Maturity Date: September 9, 2012

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-two Thousand Two Hundred Eighty & 29/100 Dollars (\$22,280.29), together with interest at the rate of 9.940% per annum on the unpaid principal balance from September 9, 2002, until paid in full.

PAYMENT. I will pay this loan in 120 payments of \$293.75 each payment. My first payment is due October 9, 2002, and all subsequent payments are due on the same day of each month after that. My final payment will be due on September 9, 2012, and will be for all principal and all accrued interest not yet paid. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, Coalport Office, Main & Linwood Streets, P.O. Box 354, Coalport, PA 16627.

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

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

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

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

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

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein, all the terms and conditions of which are hereby incorporated and made a part of this Note: a Mortgage dated September 3, 2002, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania.

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

PROPERTY INSURANCE. I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this

PROMISSORY NOTE
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requirement is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

AUTOMATIC DRAFT PROVISION. Upon the closing of any account from which there is an automatic draft, the rate for the loan will increase by .50%.

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

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: CSB BANK, Coalport Office, Main & Linwood Streets, P.O. Box 354, Coalport, PA 16627

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

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

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

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

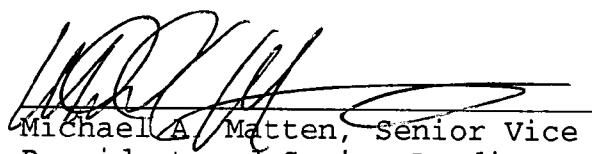
BORROWER:


X _____ (Seal)
GERALD M DELUCIA, Individually


X _____ (Seal)
HEATHER L RICCIOTTI, Individually

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: 1/12, 2006