

**CSB Bank vs Kim Spencer**  
**2006-78-CD**

**06-78-CD**  
**CSB Bank vs Kim Spencer**

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

CSB BANK,

Plaintiff

vs.

KIM SPENCER,

Defendant

No. 06- 78 -CD

Type of Case: Civil Action

Type of Pleading: Complaint  
in Mortgage Foreclosure

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

**FILED**

JAN 16 2008

6/3:10/08  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENT TO ATT

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

*William A. Shaw*  
Deputy Prothonotary

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

CSB BANK, Plaintiff	:	No. 06 -	- CD
	:		
-vs-	:	IN MORTGAGE FORECLOSURE	
	:		
KIM SPENCER,	:		
Defendant	:		

**NOTICE TO DEFEND**

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

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

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

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

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

CSB BANK, Plaintiff	:	No. 06 -	- CD
	:		
-vs-	:	IN MORTGAGE FORECLOSURE	
	:		
KIM SPENCER, Defendant	:		

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 Defendant 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, KIM SPENCER, is an adult individual who presently resides in Bloom Township, Clearfield County, Pennsylvania, with a physical location address of 184 Hardley Able Road, Grampian, PA 16838, and who has a mailing address of P. O. Box 185, Grampian, Pennsylvania 16838.

3. The Plaintiff, CSB BANK, brings this action to foreclose a Mortgage dated October 1, 2004 between Defendant, KIM SPENCER, Mortgagor, and CSB BANK, Mortgagee, in the principal amount of \$125,600.00, which Mortgage covers residential real estate situate in Bloom Township, Clearfield County, Pennsylvania and which Mortgage is recorded in the

Office of the Recorder of Deeds of Clearfield County,  
Pennsylvania as Instrument No. 200416144.

4. The land and improvements subject to the mortgage are situate in Bloom Township, Clearfield County, Pennsylvania and are more fully described in Exhibit "A" which is attached hereto and made a part hereof.

5. On June 2, 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, KIM SPENCER, by Certified Mail, return receipt requested, Certified No. 7003 1010 0001 6349 9673 in the Postal System of the United States of America, and the same was received by said Defendant on June 3, 2005. A true and correct copy of the aforesaid notice, U. S. Postal Service form 3800 and a photocopy of the executed return receipt (U. S. Postal Form 3811) is attached hereto and made a part hereof, collectively, as Exhibit "B".

6. 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).

7. On June 2, 2005, Plaintiff properly prepared a Notice under Section 403(c) of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq) and on the same date mailed the same to Defendant, KIM SPENCER, by first

class mail post-prepaid at the following address:

Kim Spencer  
P. O. Box 185  
Grampian, PA 16838

A true and correct copy of the aforesaid notice is attached hereto as a portion of Exhibit "B", while a copy of U. S. Postal Service Form 3817, evidencing said Notice was mailed on June 2, 2005, is attached hereto and made a part hereof as Exhibit "C".

8. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following receipt by said Defendant 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).

9. The Mortgage is in serious default because the Defendant has failed to make monthly payments on the dates they were due and at the present time is more than twelve (12) months in arrears.

10. Despite Plaintiff making the payment demands as set forth in Paragraphs 5, and 7 hereof, Defendant has failed to bring the payments current.

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

(a) Outstanding principal balance	\$128,026.68
(b) Accrued interest through 12/19/05	\$ 6,864.90
(c) Late fees through 12/19/05	\$ 368.03
(d) Reasonable attorneys' fees	<u>\$ 1,000.00</u>
TOTAL	\$136,259.61**

\*\*Plus per diem interest from December 19, 2005 of \$23.3393 per day

12. Photocopies of the Mortgage and Note of October 1, 2004 are attached hereto and made a part hereof as Exhibits "D" and "E".

WHEREFORE, the Plaintiff demands judgment against Defendant, KIM SPENCER, in the sum of \$136,259.61, plus costs of suit and per diem interest of \$23.3393 per day accruing on the loan from December 19, 2005.

GATES & SEAMAN

By

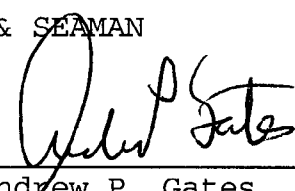
  
\_\_\_\_\_  
Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
CSB Bank

Exhibit "A"

PROPERTY DESCRIPTION

ALL that certain piece or tract of land situate in the Township of Bloom., County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner along lands now or formerly of George Bilger and Isaac Bloom;

THENCE North forty four and one-half ( $44 \frac{1}{2}$ ) degrees West thirty nine and three twenty fifths ( $39 \frac{3}{25}$ ) perches along lands formerly of George Bilger to a post

THENCE South fifty two and one half ( $52 \frac{1}{2}$ ) degrees West twenty two and seventeen twenty fifths ( $22 \frac{17}{25}$ ) perches to a post on lands now or formerly of Levi Thomas;

THENCE North five (5) degrees East fifty six and seven twenty fifths ( $56 \frac{7}{25}$ ) perches to a post along lands of said Thomas;

THENCE North fifty two and one half ( $52 \frac{1}{2}$ ) degrees West thirty five and eight twenty fifths ( $35 \frac{8}{25}$ ) perches to a pine stump;

THENCE along lands now or formerly of Samuel Arnold, North sixty five (65) degrees East eleven and eleven twenty fifths ( $11 \frac{11}{25}$ ) perches to a post on lands now or formerly of Bloom and Arnold;

THENCE along said Bloom lands South eighty two and one half ( $82 \frac{1}{2}$ ) degrees twenty four (24) perches to a post;

THENCE further along Bloom lands North sixty one and one half ( $61 \frac{1}{2}$ ) degrees East fourteen and one half ( $14 \frac{1}{2}$ ) perches to a post on the Tram Road;

THENCE South forty four (44) degrees East sixty (60) perches to a post and other lands now or formerly of said Isaac Bloom;

THENCE South twenty seven and one half ( $27 \frac{1}{2}$ ) degrees East seven (7) perches to a post;

THENCE South eleven (11) degrees West twenty six and three fifths ( $26 \frac{3}{5}$ ) perches to a post still along lands of the said Isaac Bloom;

THENCE South one (1) degree East ninety two and sixteen twenty fifths ( $92 \frac{16}{25}$ ) perches to a post; and

THENCE South fifty two and one half ( $52 \frac{1}{2}$ ) degrees West twenty five and sixteen twenty fifths ( $25 \frac{16}{25}$ ) perches to a post and place of beginning.

Containing thirty five (35) acres more or less.

EXCEPTING AND RESERVING therefrom a certain piece or parcel of land sold by Nancy McCall, executrix of the Estate of James E. McCall, to G. F. McCall, said deed being dated the 12<sup>th</sup> day of June 1919, and recorded in Deed Book No. 235, page 86, which deed conveys out approximately 10 acres of the above described 35 acres.

ALSO GRANTING AND CONVEYING all Grantors' right, title and interest in and to all the coal, fireclay, oil and gas, and other minerals in, upon and under the above-described tract of land, as granted to them by deeds dated November 10, 1986, recorded in Record Volume 1126, page 309; October 31, 1986, recorded in Record Volume 1118, page 567; and, October 31, 1986, recorded in Record Volume 1118, page 570.

FURTHER GRANTING AND CONVEYING unto the Grantee, her heirs, executors and assigns, forever, the right to use a 20 foot access road solely for the purpose of ingress, egress and regress over, through and upon said access road to gain access to the above set forth property and Pennsylvania State Route SR-4005 (also known as PA 861), which rights were obtained by the Grantors under a certain right of way Agreement dated March 1, 2000, and recorded in the Office of the Register and Recorder of Deeds in and for Clearfield County, Pennsylvania, as Instrument No. 2000-04043, wherein said right of way and perpetual easement is more particularly set forth and described.

BEING the same premises which were conveyed to Kim Spencer, single, by Deed of Roger E. Moore and Wendy S. Moore, husband and wife, dated September 23, 2004, and intended to be recorded herewith.





To: Kim Spencer  
P.O. Box 185  
Grampian, Pa. 16838

**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 184 Hardley Able Road, Grampian, PA is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.**

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

**This notice explains how the program works.**

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

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

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

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

HOMEOWNER'S NAME: Kim Spencer  
PROPERTY ADDRESS: 184 Hardley Able Road, Grampian, PA 16838  
LOAN ACCOUNT NO.: 407526  
ORIGINAL LENDER: CSB Bank  
CURRENT LENDER/SERVICER: CSB Bank

EXHIBIT "B" - 5 pages

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

TARGET SQUARE DRIVE THRU  
Route 879  
Clearfield, PA 16830

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

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

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

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

MORTGAGE OBLIGATION: Mortgage Note dated Oct. 1, 2004 between CSB Bank (Lender/ Mortgagee) and Kim Spencer (Borrowers/Mortgagers) in the principal amount of \$125,600.00, secured by Mortgage between same parties dated Oct. 1, 2004 and recorded in Clearfield County Deeds Instrument #200416144

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS, \$5,744.76**, at the rate of 4.7500% per annum (\$16.1783 /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: Craig Witherow**

  
Collection Manager

**Date of Notice: June 2, 2005**

**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:

Kim Spencer  
P.O. Box 185  
Grampian, PA 16838

**COMPLETE THIS SECTION ON DELIVERY**

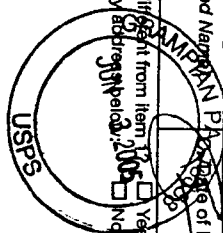
A. Signature

☒ X

☐ Agent  
☐ Addressee

B. Received by (Printed Name) Kim Spencer

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address: Grampian, PA 16838



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 1010 0001 6349 9673

PS Form 3811, February 2004

Domestic Return Receipt

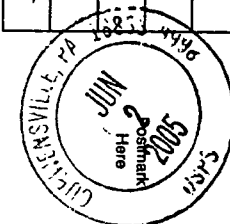
102595-02-M-1540

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

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

**OFFICIAL USE**

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



Sent To Kim Spencer  
Street, Apt. No., or PO Box No. P.O. Box 185  
City, State, ZIP+4 Grampian, PA 16838

PS Form 3800, June 2002

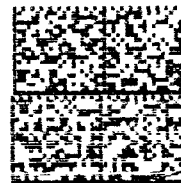
See Reverse for Instructions

Bill#: 1000300398574  
Clerk: 04

— All sales final on stamps and postage. —  
Refunds for guaranteed services only.  
Thank you for your business.  
Customer Copy

EXHIBIT "C"

NTAGE



049J82020095

\$00.900

06/02/2005

Mailed From 16833

US POSTAGE

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

Received From:

CSB BANK

PO BOX 29

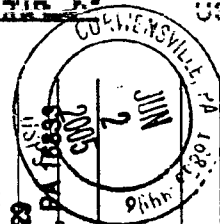
CUMMINGSVILLE, PA 16833

One piece of ordinary mail addressed to:

Kian Spencer

P.O. Box 185

Cummingsville, PA 16833



# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

GLEASON, CHERRY & CHERRY

P.O. BOX 505

DUBOIS, PA 15801

ATTN: PAULA AND TONI

Instrument Number - 200416144

Recorded On 10/1/2004 At 12:44:42 PM

\* Instrument Type - MORTGAGE

\* Total Pages - 8

Invoice Number - 118548

\* Mortgagor - SPENCER, KIM

\* Mortgagee - CSB BANK

\* Customer - GLEASON, CHERRY & CHERRY

**\* FEES**

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$10.00

RECORDING FEES - \$19.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL \$34.50

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



*Karen L. Starck*

**Karen L. Starck  
Recorder of Deeds**

**THIS IS A CERTIFICATION PAGE**

# **Do Not Detach**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 1, 2004. The mortgagor is KIM SPENCER ("Borrower"). This Security Instrument is given to CSB BANK, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is P.O. Box 29, Curwensville, Pennsylvania 16833-0029 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED and 00/100 Dollars (U.S. \$ 125,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2034. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

See Property Description attached hereto and made a part hereof as Exhibit "A".

which has the address of 184 Hardley Able Road, Grampian,  
[Street] [City]  
Pennsylvania 16838 ("Property Address");  
[Zip Code]

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

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

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

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

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

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

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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (9/90) (page 1 of 4 pages)



Exhibit "A"

PROPERTY DESCRIPTION

ALL that certain piece or tract of land situate in the Township of Bloom., County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner along lands now or formerly of George Bilger and Isaac Bloom;

THENCE North forty four and one-half ( $44 \frac{1}{2}$ ) degrees West thirty nine and three twenty fifths ( $39 \frac{3}{25}$ ) perches along lands formerly of George Bilger to a post

THENCE South fifty two and one half ( $52 \frac{1}{2}$ ) degrees West twenty two and seventeen twenty fifths ( $22 \frac{17}{25}$ ) perches to a post on lands now or formerly of Levi Thomas;

THENCE North five (5) degrees East fifty six and seven twenty fifths ( $56 \frac{7}{25}$ ) perches to a post along lands of said Thomas;

THENCE North fifty two and one half ( $52 \frac{1}{2}$ ) degrees West thirty five and eight twenty fifths ( $35 \frac{8}{25}$ ) perches to a pine stump;

THENCE along lands now or formerly of Samuel Arnold, North sixty five (65) degrees East eleven and eleven twenty fifths ( $11 \frac{11}{25}$ ) perches to a post on lands now or formerly of Bloom and Arnold;

THENCE along said Bloom lands South eighty two and one half ( $82 \frac{1}{2}$ ) degrees twenty four (24) perches to a post;

THENCE further along Bloom lands North sixty one and one half ( $61 \frac{1}{2}$ ) degrees East fourteen and one half ( $14 \frac{1}{2}$ ) perches to a post on the Tram Road;

THENCE South forty four (44) degrees East sixty (60) perches to a post and other lands now or formerly of said Isaac Bloom;

THENCE South twenty seven and one half ( $27 \frac{1}{2}$ ) degrees East seven (7) perches to a post;

THENCE South eleven (11) degrees West twenty six and three fifths ( $26 \frac{3}{5}$ ) perches to a post still along lands of the said Isaac Bloom;

THENCE South one (1) degree East ninety two and sixteen twenty fifths ( $92 \frac{16}{25}$ ) perches to a post; and

THENCE South fifty two and one half ( $52 \frac{1}{2}$ ) degrees West twenty five and sixteen twenty fifths ( $25 \frac{16}{25}$ ) perches to a post and place of beginning.

Containing thirty five (35) acres more or less.

EXCEPTING AND RESERVING therefrom a certain piece or parcel of land sold by Nancy McCall, executrix of the Estate of James E. McCall, to G. F. McCall, said deed being dated the 12<sup>th</sup> day of June 1919, and recorded in Deed Book No. 235, page 86, which deed conveys out approximately 10 acres of the above described 35 acres.

ALSO GRANTING AND CONVEYING all Grantors' right, title and interest in and to all the coal, fireclay, oil and gas, and other minerals in, upon and under the above-described tract of land, as granted to them by deeds dated November 10, 1986, recorded in Record Volume 1126, page 309; October 31, 1986, recorded in Record Volume 1118, page 567; and, October 31, 1986, recorded in Record Volume 1118, page 570.

FURTHER GRANTING AND CONVEYING unto the Grantee, her heirs, executors and assigns, forever, the right to use a 20 foot access road solely for the purpose of ingress, egress and regress over, through and upon said access road to gain access to the above set forth property and Pennsylvania State Route SR-4005 (also known as PA 861), which rights were obtained by the Grantors under a certain right of way Agreement dated March 1, 2000, and recorded in the Office of the Register and Recorder of Deeds in and for Clearfield County, Pennsylvania, as Instrument No. 2000-04043, wherein said right of way and perpetual easement is more particularly set forth and described.

BEING the same premises which were conveyed to Kim Spencer, single, by Deed of Roger E. Moore and Wendy S. Moore, husband and wife, dated September 23, 2004, and intended to be recorded herewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Paula M. Cherry ..... Kim Spencer ..... (Seal)  
..... Kim Spencer ..... —Borrower

..... (Seal)  
..... —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 1st day of October, 2004, before me, a Notary Public,  
the undersigned officer, personally appeared KIM SPENCER,  
whose name(s) is subscribed to the within instrument and acknowledged that she  
executed the same for the purposes herein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires: \_\_\_\_\_

NOTARIAL SEAL  
PAULA M. CHERRY, NOTARY PUBLIC  
CITY OF DUBOIS, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 16, 2005

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

P.O. Box 29  
Ourwensville, PA 16833-0029

Paula M. Cherry  
Notary Public  
Title of Officer  
Attorney for Mortgagee  
Title of Officer

**ADJUSTABLE RATE RIDER**  
(Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 1st day of October, 19 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CSB BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
184 Hardley Able Road, Crampian, Pennsylvania 16838  
[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 4.75 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1st day of October, 2005, 19 , and on that day every 12 th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

The Index is the: Prime Rate as published daily in the Wall Street Journal

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The initial Index value for the loan is 4.75 %.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding one quarter of one percentage points (0.25 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 6.75 % or less than 4.75 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.75 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Kim Spencer ..... (Seal)  
Kim Spencer Borrower

..... (Seal)  
Borrower

# ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

October 1, 2004  
[Date]

DuBois  
[City]

Pennsylvania  
[State]

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 125,600.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is CSB Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.75 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note. Interest will be calculated on a 360 day basis.

## 3. PAYMENTS

[Please check box for interest-only payments.] NA

☐ Beginning on the day of and on the day of every month thereafter until the day of, I will pay only the interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month as provided below.

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on November 1, 2004.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2034

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 29, Curwensville, PA 16833

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

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 655.19. This amount may change.

MULTISTATE ADJUSTABLE RATE NOTE - Single Family

VMP-899N (0005)

1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 5

Printed on Recycled Paper

Initials: KS



**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1st day of October, 2005, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:

The Prime Rate as published daily in the Wall Street Journal

The most recent Index figure available as of the date: ☐ 45 days ☒ 30 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding one quarter of one percentage points (.25%) to the Current Index. The Note Holder will then round the result of this addition to the ☒ Nearest ☐ Next Highest ☐ Next Lowest one eighth (.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

☐ The "Interest-Only Period" is the period from the date of this Note through . For the Interest-Only Period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the Interest-Only Period. For the Amortization Period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☒ (2) The interest rate I am required to pay at the first Change Date will not be greater than 6.75% or less than 4.75%.
- ☒ (3) My interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying for the preceding period.
- ☒ (4) My interest rate will never be greater than 11.75%, which is called the "Maximum Rate."
- ☒ (5) My interest rate will never be less than 4.75%, which is called the "Minimum Rate."
- ☒ (6) My interest rate will never be less than the initial interest rate.
- ☐ (7) The interest rate I am required to pay at the first Change Date will not be greater than % or less than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than percentage points ( ) from the rate of interest I have been paying for the preceding period.



**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

**6. LOAN CHARGES**

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

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver by Note Holder**

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

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

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

#### 8. GIVING OF NOTICES

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

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

#### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

#### 10. WAIVERS

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

#### 11. SECURED NOTE

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

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

KS

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

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower Kim Spencer -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

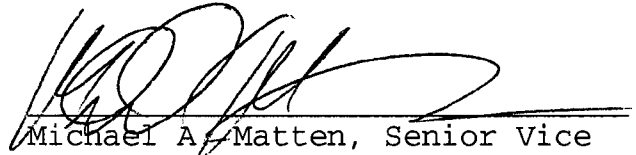
\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

*[Sign Original Only]*

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

I, MICHAEL A. MATTEN, Senior Vice President and Senior Lending Officer of CSB Bank, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

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

Date: 1/12, 2006

# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101169**

CSB BANK

Case # 06-78-CD

vs.

KIM SPENCER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

## SHERIFF RETURNS

NOW March 19, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KIM SPENCER, DEFENDANT. 184 HARDLEY ABLER RD., GRAMPIAN, "EMPTY".

SERVED BY: /

## Return Costs

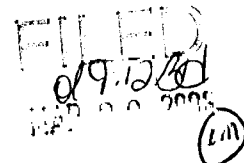
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GATES	35274	10.00
SHERIFF HAWKINS	GATES	35274	25.07

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

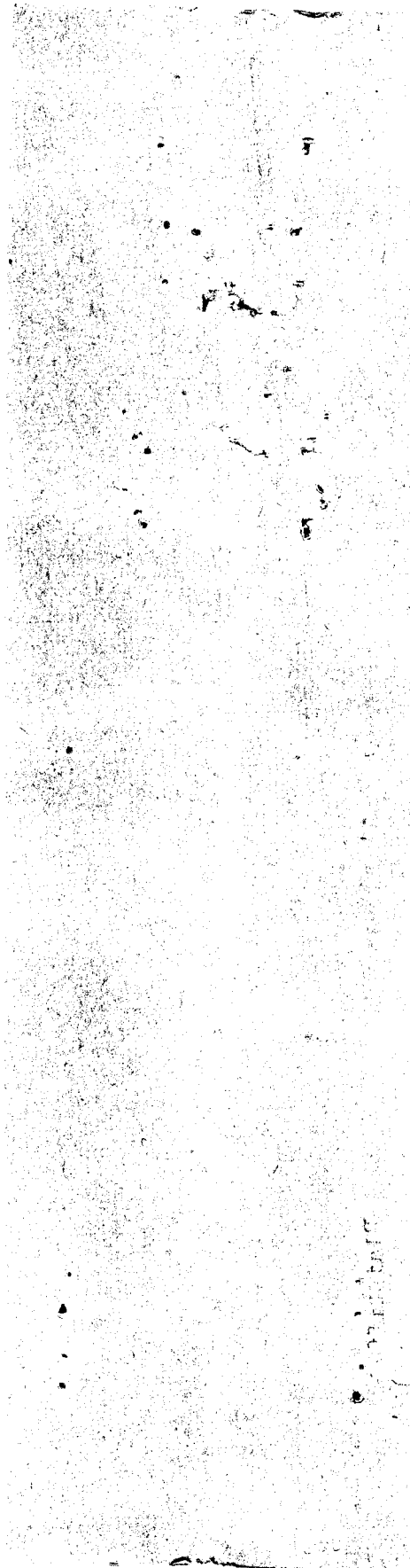
  
Chester A. Hawkins  
Sheriff



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

Certified a true and  
correct copy.

.....  
Attorney for Plaintiff  
.....



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

CSB BANK, Plaintiff	:	No. 06 - 078 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
KIM SPENCER,	:	
Defendant	:	

**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 of this case.

JAN 1 6 2006

Attest.

*(Signature)*  
F. L. Y/  
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	
	:		
KIM SPENCER, Defendant	:		

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 Defendant 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, KIM SPENCER, is an adult individual who presently resides in Bloom Township, Clearfield County, Pennsylvania, with a physical location address of 184 Hardley Able Road, Grampian, PA 16838, and who has a mailing address of P. O. Box 185, Grampian, Pennsylvania 16838.

3. The Plaintiff, CSB BANK, brings this action to foreclose a Mortgage dated October 1, 2004 between Defendant, KIM SPENCER, Mortgagor, and CSB BANK, Mortgagee, in the principal amount of \$125,600.00, which Mortgage covers residential real estate situate in Bloom Township, Clearfield County, Pennsylvania and which Mortgage is recorded in the

Office of the Recorder of Deeds of Clearfield County,  
Pennsylvania as Instrument No. 200416144.

4. The land and improvements subject to the mortgage are situate in Bloom Township, Clearfield County, Pennsylvania and are more fully described in Exhibit "A" which is attached hereto and made a part hereof.

5. On June 2, 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, KIM SPENCER, by Certified Mail, return receipt requested, Certified No. 7003 1010 0001 6349 9673 in the Postal System of the United States of America, and the same was received by said Defendant on June 3, 2005. A true and correct copy of the aforesaid notice, U. S. Postal Service form 3800 and a photocopy of the executed return receipt (U. S. Postal Form 3811) is attached hereto and made a part hereof, collectively, as Exhibit "B".

6. 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).

7. On June 2, 2005, Plaintiff properly prepared a Notice under Section 403(c) of the Homeowner's Emergency Mortgage Assistance Act of 1983 (35 P.S. §1680.401(c) et seq) and on the same date mailed the same to Defendant, KIM SPENCER, by first

class mail post-prepaid at the following address:

Kim Spencer  
P. O. Box 185  
Grampian, PA 16838

A true and correct copy of the aforesaid notice is attached hereto as a portion of Exhibit "B", while a copy of U. S. Postal Service Form 3817, evidencing said Notice was mailed on June 2, 2005, is attached hereto and made a part hereof as Exhibit "C".

8. The within cause of action in Mortgage Foreclosure is being instituted more than thirty (30) days following receipt by said Defendant 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).

9. The Mortgage is in serious default because the Defendant has failed to make monthly payments on the dates they were due and at the present time is more than twelve (12) months in arrears.

10. Despite Plaintiff making the payment demands as set forth in Paragraphs 5, and 7 hereof, Defendant has failed to bring the payments current.

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

(a) Outstanding principal balance	\$128,026.68
(b) Accrued interest through 12/19/05	\$ 6,864.90
(c) Late fees through 12/19/05	\$ 368.03
(d) Reasonable attorneys' fees	<u>\$ 1,000.00</u>
TOTAL	\$136,259.61**

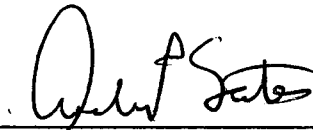
\*\*Plus per diem interest from December 19, 2005 of \$23.3393 per day

12. Photocopies of the Mortgage and Note of October 1, 2004 are attached hereto and made a part hereof as Exhibits "D" and "E".

WHEREFORE, the Plaintiff demands judgment against Defendant, KIM SPENCER, in the sum of \$136,259.61, plus costs of suit and per diem interest of \$23.3393 per day accruing on the loan from December 19, 2005.

GATES & SEAMAN

By



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

Exhibit "A"

PROPERTY DESCRIPTION

ALL that certain piece or tract of land situate in the Township of Bloom., County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner along lands now or formerly of George Bilger and Isaac Bloom;

THENCE North forty four and one-half ( $44 \frac{1}{2}$ ) degrees West thirty nine and three twenty fifths ( $39 \frac{3}{25}$ ) perches along lands formerly of George Bilger to a post

THENCE South fifty two and one half ( $52 \frac{1}{2}$ ) degrees West twenty two and seventeen twenty fifths ( $22 \frac{17}{25}$ ) perches to a post on lands now or formerly of Levi Thomas;

THENCE North five (5) degrees East fifty six and seven twenty fifths ( $56 \frac{7}{25}$ ) perches to a post along lands of said Thomas;

THENCE North fifty two and one half ( $52 \frac{1}{2}$ ) degrees West thirty five and eight twenty fifths ( $35 \frac{8}{25}$ ) perches to a pine stump;

THENCE along lands now or formerly of Samuel Arnold, North sixty five ( $65$ ) degrees East, eleven and eleven twenty fifths ( $11 \frac{11}{25}$ ) perches to a post on lands now or formerly of Bloom and Arnold;

THENCE along said Bloom lands South eighty two and one half ( $82 \frac{1}{2}$ ) degrees twenty four (24) perches to a post;

THENCE further along Bloom lands North sixty one and one half ( $61 \frac{1}{2}$ ) degrees East fourteen and one half ( $14 \frac{1}{2}$ ) perches to a post on the Tram Road;

THENCE South forty four (44) degrees East sixty (60) perches to a post and other lands now or formerly of said Isaac Bloom;

THENCE South twenty seven and one half ( $27 \frac{1}{2}$ ) degrees East seven (7) perches to a post;

THENCE South eleven (11) degrees West twenty six and three fifths ( $26 \frac{3}{5}$ ) perches to a post still along lands of the said Isaac Bloom;

THENCE South one (1) degree East ninety two and sixteen twenty fifths ( $92 \frac{16}{25}$ ) perches to a post; and

THENCE South fifty two and one half ( $52 \frac{1}{2}$ ) degrees West twenty five and sixteen twenty fifths ( $25 \frac{16}{25}$ ) perches to a post and place of beginning.

Containing thirty five (35) acres more or less.

EXCEPTING AND RESERVING therefrom a certain piece or parcel of land sold by Nancy McCall, executrix of the Estate of James E. McCall, to G. F. McCall, said deed being dated the 12<sup>th</sup> day of June 1919, and recorded in Deed Book No. 235, page 86, which deed conveys out approximately 10 acres of the above described 35 acres.

ALSO GRANTING AND CONVEYING all Grantors' right, title and interest in and to all the coal, fireclay, oil and gas, and other minerals in, upon and under the above-described tract of land, as granted to them by deeds dated November 10, 1986, recorded in Record Volume 1126, page 309; October 31, 1986, recorded in Record Volume 1118, page 567; and, October 31, 1986, recorded in Record Volume 1118, page 570.

FURTHER GRANTING AND CONVEYING unto the Grantee, her heirs, executors and assigns, forever, the right to use a 20 foot access road solely for the purpose of ingress, egress and regress over, through and upon said access road to gain access to the above set forth property and Pennsylvania State Route SR-4005 (also known as PA 861), which rights were obtained by the Grantors under a certain right of way Agreement dated March 1, 2000, and recorded in the Office of the Register and Recorder of Deeds in and for Clearfield County, Pennsylvania, as Instrument No. 2000-04043, wherein said right of way and perpetual easement is more particularly set forth and described.

BEING the same premises which were conveyed to Kim Spencer, single, by Deed of Roger E. Moore and Wendy S. Moore, husband and wife, dated September 23, 2004, and intended to be recorded herewith.



To: Kim Spencer  
P.O. Box 185  
Grampian, Pa. 16838

**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 184 Hardley Able Road, Grampian, PA is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.**

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

**This notice explains how the program works.**

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

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

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

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

HOMEOWNER'S NAME: Kim Spencer  
PROPERTY ADDRESS: 184 Hardley Able Road, Grampian, PA 16838  
LOAN ACCOUNT NO.: 407526  
ORIGINAL LENDER: CSB Bank  
CURRENT LENDER/SERVICER: CSB Bank

EXHIBIT "B" - 5 pages

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

TARGET SQUARE DRIVE THRU  
Route 879  
Clearfield, PA 16830

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

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

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

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

MORTGAGE OBLIGATION: Mortgage Note dated Oct. 1, 2004 between CSB Bank (Lender/ Mortgagee) and Kim Spencer (Borrowers/Mortgagers) in the principal amount of \$125,600.00, secured by Mortgage between same parties dated Oct. 1, 2004 and recorded in Clearfield County Deeds Instrument #200416144

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS, \$5,744.76**, at the rate of 4.7500% per annum (\$16.1783 /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: Craig Witherow

  
Collection Manager

**Date of Notice:** June 2, 2005

**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:

*Kim Spencer  
P.O. Box 185  
Grampian, PA 16838*

**COMPLETE THIS SECTION ON DELIVERY**

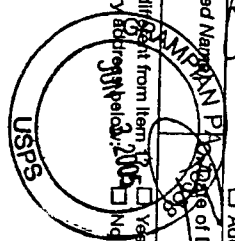
A. Signature

☒ X

☐ Agent  
☐ Addressee

B. Received by (Printed Name) *Kim Spencer*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address: *Grampian, PA 16838* ☐ 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 1010 0001 6349 9673**

PS Form 3811, February 2004

Domestic Return Receipt

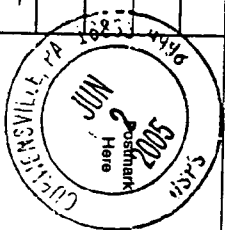
102585-02-M-1540

**U.S. Postal Service<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

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



Sent To

*Kim Spencer  
Street, Apt. No.,  
or PO Box No. P.O. Box 185  
City, State, Zip+4 Grampian, PA 16838*

PS Form 3800, June 2002

See Reverse for Instructions

Bill#: 1000300398574  
Clerk: 04

— All sales final on stamps and postage. —  
Refunds for guaranteed services only.  
Thank you for your business.  
Customer Copy

EXHIBIT "C"

NTAGE



049J82020095

\$00.900

06/02/2005

Mailed From 16833

US POSTAGE

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
CSB BANK	
PO BOX 29	
CURWENSVILLE, PA 16833	
One piece of ordinary mail addressed to:	
Kian Spencer	
P.O. Box 185	
Grumman, PA 16838	

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

GLEASON, CHERRY & CHERRY  
P.O. BOX 505  
DUBOIS, PA 15801  
ATTN: PAULA AND TONI

Instrument Number - 200416144  
Recorded On 10/1/2004 At 12:44:42 PM

\* Instrument Type - MORTGAGE

\* Total Pages - 8

Invoice Number - 118548

\* Mortgagor - SPENCER, KIM

\* Mortgagee - CSB BANK

\* Customer - GLEASON, CHERRY & CHERRY

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$19.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$34.50

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 1, 2004,  
The mortgagor is KIM SPENCER ("Borrower"). This Security Instrument is given to CSB BANK, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is P.O. Box 29, Curwensville, Pennsylvania 16833-0029 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED and 00/100 Dollars (U.S. \$ 125,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2034. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

See Property Description attached hereto and made a part hereof as Exhibit "A".

which has the address of 184 Hardley Able Road, Grampian  
[Street] [City]  
Pennsylvania 16838 ("Property Address");  
[Zip Code]

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

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

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

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

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

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

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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (9/90) (page 1 of 4 pages)

Exhibit "A"

PROPERTY DESCRIPTION

ALL that certain piece or tract of land situate in the Township of Bloom., County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner along lands now or formerly of George Bilger and Isaac Bloom;

THENCE North forty four and one-half ( $44 \frac{1}{2}$ ) degrees West thirty nine and three twenty fifths ( $39 \frac{3}{25}$ ) perches along lands formerly of George Bilger to a post

THENCE South fifty two and one half ( $52 \frac{1}{2}$ ) degrees West twenty two and seventeen twenty fifths ( $22 \frac{17}{25}$ ) perches to a post on lands now or formerly of Levi Thomas;

THENCE North five (5) degrees East fifty six and seven twenty fifths ( $56 \frac{7}{25}$ ) perches to a post along lands of said Thomas;

THENCE North fifty two and one half ( $52 \frac{1}{2}$ ) degrees West thirty five and eight twenty fifths ( $35 \frac{8}{25}$ ) perches to a pine stump;

THENCE along lands now or formerly of Samuel Arnold, North sixty five (65) degrees East eleven and eleven twenty fifths ( $11 \frac{11}{25}$ ) perches to a post on lands now or formerly of Bloom and Arnold;

THENCE along said Bloom lands South eighty two and one half ( $82 \frac{1}{2}$ ) degrees twenty four (24) perches to a post;

THENCE further along Bloom lands North sixty one and one half ( $61 \frac{1}{2}$ ) degrees East fourteen and one half ( $14 \frac{1}{2}$ ) perches to a post on the Tram Road;

THENCE South forty four (44) degrees East sixty (60) perches to a post and other lands now or formerly of said Isaac Bloom;

THENCE South twenty seven and one half ( $27 \frac{1}{2}$ ) degrees East seven (7) perches to a post;

THENCE South eleven (11) degrees West twenty six and three fifths ( $26 \frac{3}{5}$ ) perches to a post still along lands of the said Isaac Bloom;

THENCE South one (1) degree East ninety two and sixteen twenty fifths ( $92 \frac{16}{25}$ ) perches to a post; and

THENCE South fifty two and one half ( $52 \frac{1}{2}$ ) degrees West twenty five and sixteen twenty fifths ( $25 \frac{16}{25}$ ) perches to a post and place of beginning.

Containing thirty five (35) acres more or less.

EXCEPTING AND RESERVING therefrom a certain piece or parcel of land sold by Nancy McCall, executrix of the Estate of James E. McCall, to G. F. McCall, said deed being dated the 12<sup>th</sup> day of June 1919, and recorded in Deed Book No. 235, page 86, which deed conveys out approximately 10 acres of the above described 35 acres.

ALSO GRANTING AND CONVEYING all Grantors' right, title and interest in and to all the coal, fireclay, oil and gas, and other minerals in, upon and under the above-described tract of land, as granted to them by deeds dated November 10, 1986, recorded in Record Volume 1126, page 309; October 31, 1986, recorded in Record Volume 1118, page 567; and, October 31, 1986, recorded in Record Volume 1118, page 570.

FURTHER GRANTING AND CONVEYING unto the Grantee, her heirs, executors and assigns, forever, the right to use a 20 foot access road solely for the purpose of ingress, egress and regress over, through and upon said access road to gain access to the above set forth property and Pennsylvania State Route SR-4005 (also known as PA 861), which rights were obtained by the Grantors under a certain right of way Agreement dated March 1, 2000, and recorded in the Office of the Register and Recorder of Deeds in and for Clearfield County, Pennsylvania, as Instrument No. 2000-04043, wherein said right of way and perpetual easement is more particularly set forth and described.

BEING the same premises which were conveyed to Kim Spencer, single, by Deed of Roger E. Moore and Wendy S. Moore, husband and wife, dated September 23, 2004, and intended to be recorded herewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form 3039 9/90 (page 2 of 4 pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form 3039 (9/90) (page 3 of 4 pages)



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

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

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

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

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

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

- Witnesses:**

..... (Seal)  
..... —Borrower

..... (Seal)  
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 1st day of October, 2004, before me, a Notary Public,  
the undersigned officer, personally appeared KIM SPENCER, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) is subscribed to the within instrument and acknowledged that she  
executed the same for the purposes herein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires: NOTARIAL SEAL

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires: **NOTARIAL SEAL**  
**PAULA M. CHERRY, NOTARY PUBLIC**  
**CITY OF DUBOIS, CLEARFIELD COUNTY**  
**MY COMMISSION EXPIRES SEPTEMBER 16, 2005**

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

P.O. Box 29  
Curwensville, PA 16833-0029

*Shawn Lucking*  
Notary Public  
Title of Officer

Attorney for Mortgagee  
Title of Officer

**ADJUSTABLE RATE RIDER**  
(Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 1st day of October, 19 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CSB BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

184 Hardley Able Road, Grampian, Pennsylvania 16838  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 4.75 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1st day of October, 2005, 19 , and on that day every 12 month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

The Index is the: Prime Rate as published daily in the Wall Street Journal

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The initial Index value for the loan is 4.75 %.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding one quarter of one percentage points (0.25 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 6.75 % or less than 4.75 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.75 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

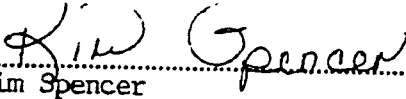
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
..... (Seal)  
Kim Spencer Borrower

..... (Seal)  
Borrower

# ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

October 1, 2004  
[Date]

DuBois  
[City]

Pennsylvania  
[State]

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 125,600.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is CSB Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.75 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note. Interest will be calculated on a 360 day basis.

## 3. PAYMENTS

[Please check box for interest-only payments.] NA

☐ Beginning on the day of and on the day of every month thereafter until the day of , I will pay only the interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month as provided below.

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on November 1, 2004 .

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2034

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 29, Curwensville, PA 16833

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

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 655.19 . This amount may change.

MULTISTATE ADJUSTABLE RATE NOTE - Single Family

VMP-899N (0005)

1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 5

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Initials: KS



(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of October, 2005, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:

The Prime Rate as published daily in the Wall Street Journal

The most recent Index figure available as of the date: ☐ 45 days ☒ 30 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding one quarter of one percentage points ( .25 %) to the Current Index. The Note Holder will then round the result of this addition to the ☒ Nearest ☐ Next Highest ☐ Next Lowest one eighth (.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

☐ The "Interest-Only Period" is the period from the date of this Note through . For the Interest-Only Period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the Interest-Only Period. For the Amortization Period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☒ (2) The interest rate I am required to pay at the first Change Date will not be greater than 6.75 % or less than 4.75 %.
- ☒ (3) My interest rate will never be increased or decreased on any single Change Date by more than two percentage points ( 2.00 %) from the rate of interest I have been paying for the preceding period.
- ☒ (4) My interest rate will never be greater than 11.75 %, which is called the "Maximum Rate."
- ☒ (5) My interest rate will never be less than 4.75 %, which is called the "Minimum Rate."
- ☒ (6) My interest rate will never be less than the initial interest rate.
- ☐ (7) The interest rate I am required to pay at the first Change Date will not be greater than % or less than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than percentage points ( %) from the rate of interest I have been paying for the preceding period.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

**6. LOAN CHARGES**

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

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver by Note Holder**

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

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

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



#### 8. GIVING OF NOTICES

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

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

#### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

#### 10. WAIVERS

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

#### 11. SECURED NOTE

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

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke remedies permitted by this Security Instrument without further notice or demand on Borrower.

KS

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

\_\_\_\_\_  
(Seal)  
-Borrower

Kim Spencer  
Kim Spencer  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

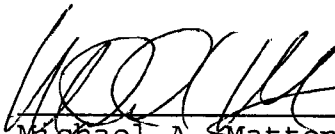
\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*



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

I, MICHAEL A. MATTEN, Senior Vice President and Senior Lending Officer of CSB Bank, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



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

Date: 1/12, 2006

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

CSB BANK,  
Plaintiff

vs.

KIM SPENCER,  
Defendant

No. 06 - 78 -CD

Type of Case: Civil Action

Type of Pleading: Motion For  
Special Order For Service  
pursuant to Pa. R.C.P. 430

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

FILED *EWAS*

MAR 16 2006

0/11:05/ *WAS*  
William A. Shaw

Prothonotary/Clerk of Courts

*1 CEM TO HPR*

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

CSB BANK, Plaintiff	:	No. 06 - 78 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
KIM SPENCER, Defendant	:	

**MOTION FOR SPECIAL ORDER FOR SERVICE OF ORIGINAL PROCESS UPON  
DEFENDANT BY ALTERNATE MEANS PURSUANT TO P.A.R.C.P. § 430**

NOW COMES, CSB Bank, Plaintiff, by its attorneys, Gates & Seaman, and moves this Honorable Court for a Special Order to be able to serve the Complaint upon Defendant, Kim Spencer, by alternate service and in support thereof avers the following:

1. Plaintiff, CSB Bank, commenced this Mortgage Foreclosure Action by filing a Complaint with the Clearfield County Prothonotary on January 16, 2006.
2. In Plaintiff's Complaint, Plaintiff listed Defendant Kim Spencer's last known residence and whereabouts as being in Bloom Township, Clearfield County, Pennsylvania, with said residence property having a physical location address of 184 Hardley Able Road, Grampian, Pennsylvania 16838.
3. When representatives of the Clearfield County Sheriff's Office attempted to serve the named Defendant at the aforementioned address, they found the residence to be empty and when they talked to neighbors, they were informed that the Defendant was in Scotland and she had remarried.
4. Upon receiving this information, Craig Witherow, Collection Manager, at Plaintiff, CSB Bank, contacted Hoffer Realty, DuBois, Pennsylvania which is attempting to sell Defendant's residence property which is the subject of this Mortgage Foreclosure action and Mr. Witherow was advised that to the best of said

realtor's knowledge, Ms. Spencer had remarried and was now living in Scotland with her new husband.

5. Furthermore, with the permission of the aforementioned realtor, Craig Witherow, CSB Bank Collection Manager, on February 17, 2006, conducted an inspection of the residence property, which is subject to the Bank's mortgage being foreclosed upon, and found the same to be completely empty, with there being no furniture or other personal property left behind.

6. Upon further investigation, Craig Witherow also ascertained that the Brady Township Municipal Authority, due to nonpayment, had turned off the public water to the aforementioned residence.

7. Mr. Witherow was also informed by the realtor that to their understanding, Ms. Spencer was now living in Scotland, but the realtor had no address and/or phone number with which to communicate with her.

8. Mr. Witherow was also able to discover from another employee of Plaintiff, CSB Bank, that Ms. Spencer had in fact remarried, was residing in Scotland, that her new name and address were shown in the Sunday bulletin for the Grampian United Methodist Charge, that Ms. Spencer now went by Kim Petrie and that she now resided at the following address:

Kim Spencer Petrie  
Caliscotia Cottage, Eassie  
Balkeerie by Glamis  
Farefar, Angus, Scotland UK DD815R

Attached hereto and made a part hereof, as Exhibit "A", is a copy of the bulletin of the Grampian United Methodist Charge, dated January 1, 2006, which contains said Defendant's new name and address in Scotland.

9. Attached hereto and made a part hereof as Exhibit "B" is the Affidavit of CSB Bank Collection Manager, Craig Witherow, outlining the efforts he made to ascertain the whereabouts and/or new address and name of Defendant, Kim Spencer.

10. In addition to Mr. Witherow's efforts as outlined in the aforementioned Affidavit, the office of Gates & Seaman also contacted the United States Postal Service for Grampian, Pennsylvania relative to a new address for Kim Spencer and this office was advised by the Postmaster that Ms. Spencer previously received her mail at P. O. Box 185, Grampian, PA 16838, but she closed said box some months ago and left no forwarding address. Said Postmaster also advised to the best of his knowledge Ms. Spencer had left the country.

11. Since Defendant, Kim Spencer, now known as Kim Spencer Petrie, is now residing in Scotland, United Kingdom, it is not possible to serve the Complaint filed in this matter by conventional means as provided for in PA. R.C.P. §400 et seq and therefore Plaintiff, CSB Bank, moves this Honorable Court for a special order, pursuant to PA R.C.P. 430 and PA R.C.P. §410(c) and requests that this Honorable Court order Defendant, Kim Spencer, now known as Kim Spencer Petrie, be served as follows:

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

(ii) by having a certified copy of the Complaint posted on the front door of the residence property situate at 184 Hardley Able Road, Grampian, PA 16838 by the Clearfield County Sheriff's Office; and

(iii) by sending a certified copy of the Complaint by international mail addressed as follows:

Kim Spencer Petrie  
Caliscotia Cottage, Eassie  
Balkeerie by Glamis  
Farefar, Angus Scotland UK DD 815R.

WHEREFORE, Plaintiff, CSB Bank, seeks a Special Order from this Honorable Court pursuant to Pa. R.C.P. §430 and PA R.C.P. 410(c) directing that Service/Notice of Plaintiff's Complaint in Mortgage Foreclosure be made upon Defendant, Kim Spencer, now known as Kim Spencer Petrie, as follows:

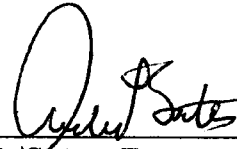
- (i) by publication on one occasion, as provided by Pa. R.C.P. 430(b)(1);
- (ii) by having a certified copy of the Complaint posted on the front door of the residence property situate at 184 Hardley Able Road, Grampian, PA 16838 by the Clearfield County Sheriff's Office; and
- (iii) by sending a certified copy of the Complaint by international mail addressed as follows:

Kim Spencer Petrie  
Caliscotia Cottage, Eassie  
Balkeerie by Glamis  
Farefar, Angus Scotland UK DD 815R.

Respectfully submitted,

GATES & SEAMAN

By:



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

Date: March 16, 2006

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

## GRAMPIAN UNITED METHODIST CHARGE

Chestnut Grove, Curry Run, Hepburnia, and St. Paul United  
Methodist Churches

Emmett Anderson, Jr. & Howard Lindsey-Pastors

eanderson55@verizon.net

814-236-1720

Sharon Schwab-District Superintendent

indianada@indianadistrictumc.org

814-938-1742

St. Paul Church-236-0813 Hepburnia Church-236-2845

### This week on the Grampian Charge:

January 1, 2006

#### Monday:

7:00 Boy Scout Com.-S  
7:30 Council-H

#### Tuesday:

6:00 Cub Scout-S  
6:30 UMW-S  
7:15 Cub Scout Com.-S

#### Wednesday:

9:30 Bible Study-S  
6:15 Choir Practice-H  
6:30 Choir Practice-S  
7:30 Bible Study-S

#### Thursday:

7:00 Boy Scouts-S  
7:00 UMW-H

It is time for the annual pop tab collection for the Ronald McDonald House. They will be collected until January 15. If you have any questions you call Kay Kester at 277-8834.

New Address: Thomas & Kim Petric  
Caliscotia Cottage, Eassie  
Balkeerie by Glamis  
Farefar, Angus Scotland, UK DD 815R

#### Daily Bible Readings

Jan. 1-Jan 7

Sunday Luke 2:22-40; Monday Psalm 1; Tuesday Psalm 2;  
Wednesday Psalm 3; Thursday Proverbs 1; Friday Acts 19: 1-7;  
Saturday Matthew 2: 1-12.

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

CSB BANK, Plaintiff : No. 06 - 78 - CD  
:   
-vs- : IN MORTGAGE FORECLOSURE  
:   
KIM SPENCER, Defendant :

**AFFIDAVIT**

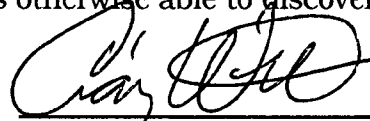
CRAIG WITHEROW, being duly sworn according to law, deposes, states and makes this Affidavit on behalf of Plaintiff, CSB Bank, as to the nature and extent of the investigation he made to ascertain the whereabouts or the physical address of Defendant, Kim Spencer.

1. I am the Collection Manager of CSB Bank and am familiar with the Complaint filed in this matter by CSB Bank.
2. Upon being contacted by Attorney, Andrew P. Gates, and being informed that Mr. Gates had been informed by the Clearfield County Sheriff's Office that Kim Spencer was currently in Scotland, the United Kingdom, I informed Mr. Gates that I also heard the same thing through the "grapevine".
3. Immediately after speaking with Mr. Gates, I contacted Hoffer Realty in DuBois, Pennsylvania which is the entity attempting to sell Ms. Spencer's residence property situate at 184 Hardley Able Road, Grampian, PA 16838 (which property is subject to the Bank's mortgage dated October 1, 2004) I was informed by said realtor that as far as they knew, Defendant, Kim Spencer, was traveling in Scotland and they had not recently heard from her.
4. Subsequent thereto, I again contacted Hoffer Realty to make arrangements to get access to the interior of the aforementioned residential premises which I did on February 17, 2006 whereupon I found all furnishings and other personal property had been removed and that said property was totally vacant.
5. I also discovered at the same time that the public water to the premises had been shut off by the Brady Township Municipal Authority, apparently due to Ms. Spencer's failure to pay her delinquent water bill.



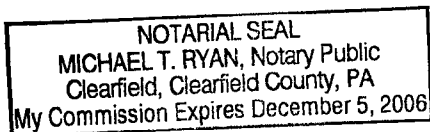
6. Since the aforementioned realtor did not have an address for Kim Spencer in Scotland, U.K., I was able to ascertain from another CSB Bank employee, who is a member of the same Church which Kim Spencer attended, that she had recently seen a bulletin for a Sunday service which stated Kim Spencer was now living in Scotland, United Kingdom and she was apparently now remarried and going by Kim Petrie. A copy of the bulletin provided to me by the other CSB Bank employee showing the new name of Kim Spencer and her current address in Scotland is attached hereto and made a part hereof as Exhibit "A".

7. I am currently 47 years of age and all of the foregoing is based on my own personal knowledge and/or is what I was otherwise able to discover.

  
\_\_\_\_\_  
Craig Witherow, Collection Manger

Sworn to and subscribed before me

this 7 day of March 2006.

  
\_\_\_\_\_

## GRAMPIAN UNITED METHODIST CHARGE

Chestnut Grove, Curry Run, Hepburnia, and St. Paul United  
Methodist Churches

Emmett Anderson, Jr. & Howard Lindsey-Pastors

eanderson55@verizon.net

814-236-1720

Sharon Schwab-District Superintendent

indianadag@indianadistrictumc.org

814-938-1742

St. Paul Church-236-0813 Hepburnia Church-236-2845

### This week on the Grampian Charge:

January 1, 2006

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7:00 Boy Scout Com.-S

7:30 Council-H

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6:15 Choir Practice-H

6:30 Choir Practice-S

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#### Thursday:

7:00 Boy Scouts-S

7:00 UMW-H

It is time for the annual pop tab collection for the Ronald McDonald House.  
They will be collected until January 15. If you have any questions you call  
call Kay Kester at 277-8834.

New Address: Thomas & Kim Petric  
Caliscotia Cottage, Eassie  
Balkeerie by Glamis  
Farefar, Angus Scotland, UK DD 815R

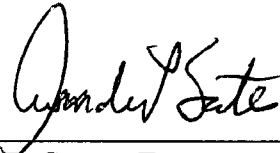
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Jan. 1-Jan 7

Sunday Luke 2:22-40; Monday Psalm 1; Tuesday Psalm 2;  
Wednesday Psalm 3; Thursday Proverbs 1; Friday Acts 19: 1-7;  
Saturday Matthew 2: 1-12.

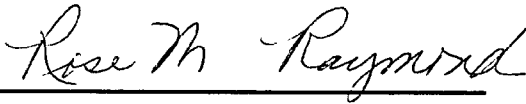
**VERIFICATION**

The undersigned verifies that he is authorized to make the Verification as the Assistant Solicitor for Plaintiff, CSB BANK, named herein; and that the statements made herein are true and correct to the best of his knowledge, information and belief. I understand that false statements made herein are subject to penalties of 18 Pa.C.S. §4904, related to unsworn falsification to authorities.



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

Sworn to and subscribed before me  
this 16<sup>th</sup> day of March, 2006.



NOTARIAL SEAL  
ROSE M. RAYMOND, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 28, 2009

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

CSB BANK, Plaintiff

-vs-

KIM SPENCER, Defendant

: No. 06 - 78 - CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
:

**ORDER**

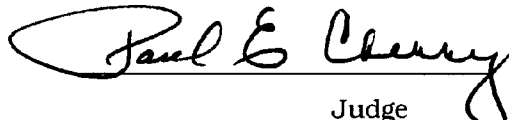
AND NOW, this 17<sup>th</sup> day of March, 2006, upon Consideration of the Plaintiff's Motion For Special Order For Service, it is hereby ADJUDGED AND DECREED that NOTICE of the filing Plaintiff's Complaint and service of a certified copy of said Complaint shall be served upon Defendant, Kim Spencer, now known as Kim Spencer Petrie, as follows:

- (i) by publication on one occasion, as provided by Pa. R.C.P. 430(b)(1);
- (ii) by having the Clearfield County Sheriff post a certified copy of said Complaint on the front door of the residence property situate at 184 Hardley Able Road, Grampian, PA 16838; and
- (iii) by mailing a certified copy of the Complaint by international mail to Kim Spencer, now known as Kim Spencer Petrie, addressed as follows:

Kim Spencer Petrie  
Caliscotia Cottage, Eassie  
Balkeerie by Glamis  
Farefar, Angus, Scotland UK DD 815 R.

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

BY THE COURT:

  
Judge

100  
01:54 PM  
MAR 17 2006  
Amy Gates

William A. Shaw  
Prothonotary/Clerk of Courts

CSB BANK,  
Plaintiff

KIM SPENCER,  
Defendant

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

9/3/22 Lm reinstated to Atty  
1 reinstated to Shff  
MAR 29 2006 Pd \$7.00 Atty  
Lm

William A. Shaw  
Promoters

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

CSB BANK,	:	
Plaintiff	:	No. 06-78-CD
	:	
vs.	:	
	:	
KIM SPENCER,	:	
Defendant	:	

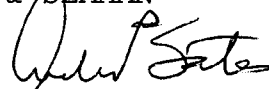
**PRAECIPE TO REINSTATE COMPLAINT**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly reinstate the Complaint in the above captioned matter.

GATES & SEAMAN

By:



---

Andrew P. Gates, Esquire  
Attorney for Plaintiff

Date: March 29, 2006

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

CSB BANK,  
Plaintiff

vs.

KIM SPENCER,  
Defendant

No. 06 – 78 -CD  
In Mortgage Foreclosure  
Type of Case: Civil Action  
  
Type of Pleading: AFFIDAVIT OF  
SERVICE

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

FILED  
0112761  
MAY 02 2006  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

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

CSB BANK, Plaintiff

-vs-

KIM SPENCER, Defendant

: No. 06 - 78 - CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
:

**AFFIDAVIT OF SERVICE**

I, Andrew P. Gates, Esquire, Attorney for Plaintiff, CSB Bank, in the above-captioned action, do hereby depose and state that on March 30, 2006, I mailed a certified copy of Plaintiff's Complaint in Mortgage Foreclosure by International Mail to Kim Spencer, now known as Kim Spencer Petrie, addressed as follows:

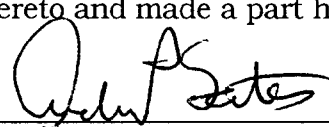
Kim Spencer Petrie  
Caliscotia Cottage, Eassie  
Balkeerie by Glamis  
Farefar, Angus, Scotland UK DD 815 R

As further evidence of said mailing on March 30, 2006 is a photocopy of Postal Form 3806 which has stamped thereon that the same was mailed on March 30, 2006, which is attached hereto and made a part hereof as Exhibit "A".

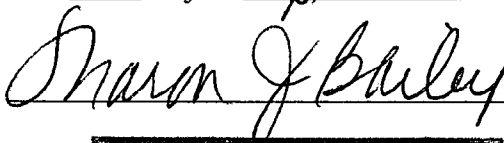
Furthermore, service of the Notice of Filing of Plaintiff's Complaint in the above-captioned action was served upon Defendant, Kim Spencer, n/k/a Kim Spencer Petrie, by publication in accordance with Pa.R.C.P. §430(b)(1) as follows:

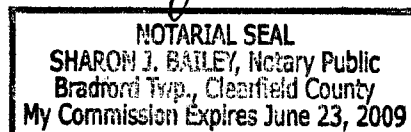
(i) in The Progress on one occasion on April 1, 2006 as evidenced by the Proof of Publication issued by The Progress, a photocopy of which is attached hereto and made a part hereof as Exhibit "B"; and

(ii) in the Clearfield County Legal Journal in the issue for Week of April 7, 2006, as indicated in the Proof of Publication issued by the Editor of the Clearfield County Legal Journal, a photocopy of which is attached hereto and made a part hereof as Exhibit "C".

  
\_\_\_\_\_  
Andrew P. Gates, Esquire

Sworn to and subscribed before me  
this 28th day of April, 2006.

  
\_\_\_\_\_  
Sharon J. Bailey



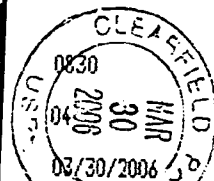


**Registered No.**

RA 140 230 804 US

To Be Completed By Post Office	Reg. Fee	RA140230804	
	Handling Charge	\$7.90	Return Receipt
	Postage	\$0.00	Restricted Delivery
	Received by	\$5.85	\$0.00

**Date Stamp**



Domestic Insurance up to \$25,000 is included in the fee. International indemnity is limited. (See Reverse).

Customer Must Declare Full Value \$

☐ With Postal Insurance  
☐ Without Postal Insurance

**OFFICIAL USE**

To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	Andrew P. Gates, Esquire
		LAW OFFICES OF GATES & SEAMAN
		P. O. Box 846
		16830
		Clearfield, PA 16830 USA
	TO	Kim Spencer Petrie
		Caliscotia Cottage, Eassie
		Balkeerie by Glamis
		68 Great Britain and Northern Ireland
		Farefar, Angus, Scotland UK DD 815 R

PS Form 3806, **Receipt for Registered Mail** Copy 1 - Customer  
May 2004 (7530-02-000-9051) (See Information on Reverse)  
For domestic delivery information, visit our website at [www.usps.com](http://www.usps.com)

IN THE COURT  
OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW  
No. 06-78-CD

IN MORTGAGE FORECLOSURE  
CSB BANK, Plaintiff

vs.

KIM SPENCER, Defendant

TO: KIM SPENCER, now known  
as KIM SPENCER PETRIE

A Complaint in Mortgage Foreclosure has been filed against you in the office of the Prothonotary of Clearfield County, Pennsylvania, which Foreclosure is upon the Mortgage given by you to Plaintiff, CSB Bank, dated October 1, 2004 under which you pledged as collateral the residential property situated in Bloom Township, Clearfield County, Pennsylvania having a physical location address of 184 Hardley Able Road, Grampian, PA 16838.

NOTICE

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

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

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

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

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

4:1-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 5th day of April, A.D. 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in

the regular issues of April 1, 2006

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

*Margaret E. Krebs*

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

*Cheryl J. Robison*  
Notary Public Clearfield, Pa.

My Commission Expires  
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2007  
Member, Pennsylvania Association Of Notaries

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

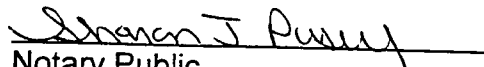
:

COUNTY OF CLEARFIELD :

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

  
Gary A. Knaresboro, Esquire  
Editor

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

  
Notary Public  
My Commission Expires

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Clearfield, Clearfield County, PA  
My Commission Expires APRIL 7, 2007

Gates & Seaman  
PO Box 846  
Clearfield PA 16830

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

CSB BANK, Plaintiff vs. KIM SPENCER,  
Defendant.

No. 06-78-CD

IN MORTGAGE FORECLOSURE

TO: KIM SPENCER, now known as KIM  
SPENCER PETRIE

A Complaint in Mortgage Foreclosure has been filed against you in the office of the Prothonotary of Clearfield County, Pennsylvania, which Foreclosure is upon the Mortgage given by you to Plaintiff, CSB Bank, dated October 1, 2004 under which you pledged as collateral the residential property situate in Bloom Township, Clearfield County, Pennsylvania having a physical location address of 184 Hardley Able Road, Grampian PA 16838.

NOTICE

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101392  
NO: 06-78-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK  
vs.  
DEFENDANT: KIM SPENCER

SHERIFF RETURN

---

NOW, March 31, 2006 AT 9:50 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT 184  
HARDLEY ABLE ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DAVIS / MORGILLO

FILED  
07:38 PM  
MAY 02 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101392  
NO: 06-78-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK  
vs.  
DEFENDANT: KIM SPENCER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GATES	35403	10.00
SHERIFF HAWKINS	GATES	35403	20.07

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff