

07-567-CD
CSB Bank vs Robert A. Moore et al

2007-567-CD
CSB Bank vs Robert Moore et al

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

CSB BANK, :
Plaintiff : No.
vs. :
IN MORTGAGE FORECLOSURE
ROBERT A. MOORE and DAWN D. :
MOORE, :
Defendants :
:

COMPLAINT

AND NOW, comes the Plaintiff, CSB Bank, by its counsel, Kim C. Kesner, Esquire and
BELIN, KUBISTA & RYAN, who pursuant to Pa.R.Civ.P., Rule 1141 et seq. aver as follows:

1. Plaintiff is CSB Bank, an incorporated bank organized and existing under the laws of the Commonwealth of Pennsylvania, located at 434 State Street, Curwensville, Curwensville Borough, Clearfield County, Pennsylvania 16833.
2. Defendants are Robert A. Moore and Dawn D. Moore, adult individuals, with a last address known to Plaintiff of 10963 Curwensville Tyrone Highway, Curwensville, Pennsylvania 16833.
3. On December 4, 1998, Defendants/Mortgagors made, executed, and delivered a mortgage, upon premises hereinafter described, to Plaintiff/Mortgagee, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, at Instrument Number 199800553, a copy of which is annexed hereto as Exhibit "A" and incorporated herein by reference.
4. Said mortgage has not been assigned.

5. No judgment has been entered in any jurisdiction upon said mortgage or upon the underlying obligation to pay.
6. The premises subject to said mortgage are described as follows: All that certain tract or parcel of land, together with improvements thereon situate in the Township of Pike, County of Clearfield, Pennsylvania, bounded and described in Exhibit "A" annexed hereto.
7. Defendants/Mortgagors, acquired the premises subject to Plaintiff's Mortgage, more fully described in Exhibit "A" by Deed dated December 3, 1998, recorded in the Office of Recorder of Deeds of Clearfield County at Instrument Number 199800552 and they are the true owners thereof.
8. Said mortgage is in default because the Defendants/Mortgagors have failed or refused to pay the payment of principal and interest due on December 1, 2006, and have failed or refused to cure such default after notice in accordance with the mortgage and applicable law and thus, all sums secured by the mortgage are due and payable and collectible forthwith.
9. Said mortgage is also in default because the Defendants/Mortgagors have failed or refused to pay 2005 and 2006 real estate taxes on the premises subject to Plaintiff's Mortgage and have failed or refused to cure such default after notice.
10. The following amounts are due on the mortgage:
 - a. Principal and accrued interest at 8.50% as of 3/22/07 \$18,292.85
 - b. Late Charges \$ 265.40

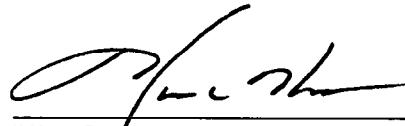
TOTAL **\$18,558.25**

Plus interest at 8.50% per annum, Plaintiff/Mortgagee's reasonable costs and expenses of suit and Plaintiff's reasonable attorney's fees actually incurred collectible under the mortgage and applicable law, all to be added.

11. A notice of intention to foreclose and Act 91 Notice was sent to each and both of the Defendants/Mortgagors, at 10963 Curwensville-Tyrone Highway, Curwensville, PA 16833, by regular and certified mail on July 7, 2006.

WHEREFORE, Plaintiff demands judgment against Defendants in the sum of Eighteen Thousand Five Hundred Fifty-Eight Dollars and Twenty-Nine Cents (\$18,558.29), together with interest at 8.50% per annum, costs of suit, late charges, and reasonable attorney's fees becoming due, and for foreclosure and sale of the mortgaged premises.

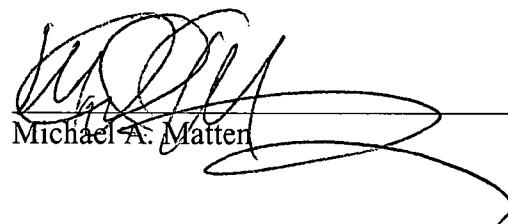
BELIN, KUBISTA & RYAN



Kim C. Kesner, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF CLEARFIELD :
:

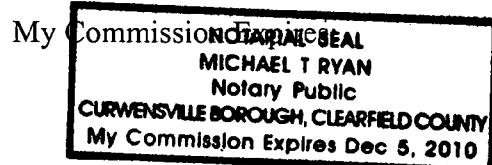
Before me, the undersigned authority personally appeared Michael A. Matten, who, being duly sworn according to law, deposes and says that he is the Vice President of CSB Bank, that he is authorized and empowered to execute this Affidavit, and that the facts and averments set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information, and belief.



Michael A. Matten

Sworn to and subscribed before me on this 10th day of April, 2007.

Michael T. Ryan
Notary Public



KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199800553
RECORDED ON
Dec 09, 1998
4:00:22 PM
RECORDING FEES - \$15.00
RECORDER \$1.00
FUND \$1.00
RECORDER \$1.00
IMPROVEMENT FUND \$0.50
STATE WRIT TAX \$0.50
TOTAL \$17.50

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 4, 1998. The mortgagor is ROBERT A. MOORE and DAWN D. MOORE, husband and wife, ("Borrower"). This Security Instrument is given to CSB Bank, which is organized and existing under the laws of Pennsylvania, and whose address is P.O. Box 29, Curwensville, PA 16833. ("Lender"). Borrower owes Lender the principal sum of Twenty Seven Thousand and 00/100 Dollars (U.S. \$ 27,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Pike Township, Clearfield County, Pennsylvania:

SEE ATTACHED DESCRIPTION

which has the address of HC1, Box 24, Curwensville, [Street] [City]

Pennsylvania 16830 ("Property Address");
[Zip Code]

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

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

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

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

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

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

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

ALL that certain piece or parcel of land situated in the Township of Pike, County of Clearfield and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an existing 3/4 inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker et al as described as Parcel 1 in Deed Book 1252, Page 256; said rebar also being the southwest corner of the land herein conveyed and running;

THENCE North 42 degrees 52 minutes 40 seconds east for a distance of 1416.16 feet along other lands of C. Alan Walker et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 505, Page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344, Page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a 3/4 inch rebar set back 40.88 feet from said centerline of S.R. 453;

THENCE South 01 degrees 21 minutes 33 seconds East for a distance of 1083.48 feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by Deed Book 1775, Page 461;

THENCE North 87 degrees 22 minutes 20 seconds West for a distance of 990.35 feet along Edward L. Litz to an existing 3/4 inch rebar and place of beginning, said line passing through an existing 3/4 inch rebar at 23.50 feet.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 12.287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net, as shown on map prepared by Curry and Associates dated July 6, 1998. Being all of Parcels 2 and 3 of Deed Book 1252, Page 256 and including that area enclosed between the old road and the new road described above.

BEING the same premises which C. Alan Walker et al granted and conveyed to Robert A. Moore and Dawn D. Moore, mortgagors herein, by deed dated , 1998 and intended to be recorded concurrently herewith.

Being further identified by Clearfield County Assessment Map No. 126-H11-23.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

insurance previously in effect, from an 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.

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

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

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

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

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

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

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce 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)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

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

Witnesses:

Robert A. Moore (Seal)
Robert A. Moore —Borrower

Dawn D. Moore (Seal)
Dawn D. Moore —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 4 day of December, 1998, before me, M.H. Lynn Snyder, Notary,
the undersigned officer, personally appeared Robert A. and Dawn D. Moore, husband and wife, known to me (or satisfactorily proven) to be the person(s)
whose name(s) are they subscribed to the within instrument and acknowledged that
executed the same for the purposes herein contained.

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

My Commission expires:

M.H. Lynn Snyder
Notary

Title of Officer Notary Public
P.O. Box 29, Curwensville, PA 16833

Title of Officer	Notary Public
County	Clearfield
Date	12-1-999
My Commission expires on the 31st day of December of the year 1999.	

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

DEED

THIS DEED, made and entered into this 3rd day of
August, 1998, by and between C. ALAN WALKER of Lawrence
Township, Clearfield County, Pennsylvania; SUSAN WALKER KRINER of
Lawrence Township, Clearfield County, Pennsylvania; and C. ALAN WALKER,
Attorney-in-Fact for ANNE WALKER MACKO of State College, Pennsylvania, by
a Power of Attorney dated May 12, 1997, recorded in Clearfield County Deeds
and Records Book Volume 1901 Page 62; trading and doing business as
SHANNON LAND AND MINING COMPANY of Bigler, Clearfield County,
Pennsylvania; parties of the first part, hereinafter referred to as "GRANTORS,"

A

N

D

ROBERT A. and DAWN D. MOORE, husband and wife, of Pike
Township, Clearfield County, Pennsylvania; parties of the second part,
hereinafter referred to as "GRANTEEES,"

W I T N E S S E T H:

THAT for and in consideration of the sum of Thirty-six Thousand
(\$36,000.00) Dollars, the receipt of which is hereby acknowledged, the said
GRANTORS do hereby grant and convey to the said GRANTEEES, their

successors, and assigns, all that certain piece or parcel of land situated in the Township of Pike, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

BEGINNING at an existing $\frac{3}{4}$ inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in deed book 1252 page 256; said rebar also being the southwest corner of the land herein conveyed and running:

THENCE North 42 degrees 52 minutes 40 seconds East for a distance of 1416.16 feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by deed book 505 page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by deed book 1344 page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a $\frac{3}{4}$ inch rebar set back 40.88 feet from said centerline of S. R. 453;

THENCE South 01 degrees 21 minutes 33 seconds East for a distance of 1083.48 feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by deed book 1775 page 461;

THENCE North 87 degrees 22 minutes 20 seconds West for a distance of 990.35 feet along Edward L. Litz to an existing $\frac{3}{4}$ inch rebar and place of beginning, said line passing through an existing $\frac{3}{4}$ inch rebar at 23.50 feet.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 12.287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net, as shown on map prepared by Curry and Associates dated July 6, 1998. Being all of Parcel's 2 and 3 of deed book 1252 page 256 and

including that area enclosed between the old road
and the new road described above.

EXCEPTING AND RESERVING all the coal and other minerals and
oil and gas rights to the GRANTORS herein as now owned by the GRANTORS.

It is the intention of the GRANTORS herein to convey any and all
right, title, and interest they may have in the surface of the subject premises to
the GRANTEEES herein, along with the house and garage located on the
premises.

AND, the said GRANTORS will **SPECIALLY WARRANT AND**
FOREVER DEFEND the property hereby conveyed.

For the purpose of complying with the Act of July 17, 1957, P.L. 984;
52 P.S. Supp. 1551, as amended, of the General Assembly of Pennsylvania, and
for no other purpose, there is incorporated herein the following:

**NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY,
TRANSFER, INCLUDE, OR INSURE THE TITLE TO COAL OR RIGHT OF
SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL AND, IN THAT
CONNECTION, DAMAGE MAY RESULT IN THE SURFACE OF THE LAND AND
ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE
INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY
ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED,
EXCEPTED, OR RESERVED BY THIS INSTRUMENT.**

IN WITNESS WHEREOF, the GRANTORS hereto have set their
hands and seals the day and year first above written.

E. David Nelson

Witness

C. Alan Walker

C. Alan Walker

E. David Nelson

Witness

Susan Walker Kriner

Susan Walker Kriner

E. David Nelson

Witness

C. Alan Walker, Attorney-in-Fact
for Anne Walker Macko

C. Alan Walker, Attorney-in-Fact
for Anne Walker Macko

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

INSTRUMENT NUMBER

199800552

RECORDED ON

Dec 09, 1998

4:00:21 PM

RECORDING FEES - \$20.50
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER \$1.00
IMPROVEMENT FUND

STATE TRANSFER \$360.00
TAX

STATE WRIT TAX \$0.50

PIKE TOWNSHIP \$180.00

CURWENSVILLE AREA \$180.00

SCHOOLS

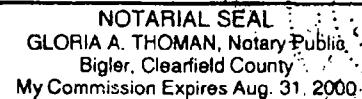
TOTAL \$743.00

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :
:

On this, the 3rd day of August, 1998, before me, the undersigned officer, personally appeared C. ALAN WALKER, Individually and as Attorney-in-Fact for ANNE WALKER MACKO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Gloria A. Thomas
Notary Public

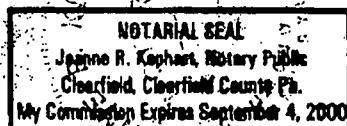


COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :
:

On this, the 11th day of August, 1998, before me, the undersigned officer, personally appeared SUSAN WALKER KRINER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Jeanne R. Kephart
Notary Public



CETIFICATE OF RESIDENCE

I hereby certify that the precise residence of the GRANTEEES herein is as follows: Robert A. and Dawn D. Moore, HC01 Box 24, Curwensville, PA 16833.

Andrew P. Gates /s/
Attorney or Agent for GRANTEE

COMMONWEALTH OF PENNSYLVANIA :

: SS

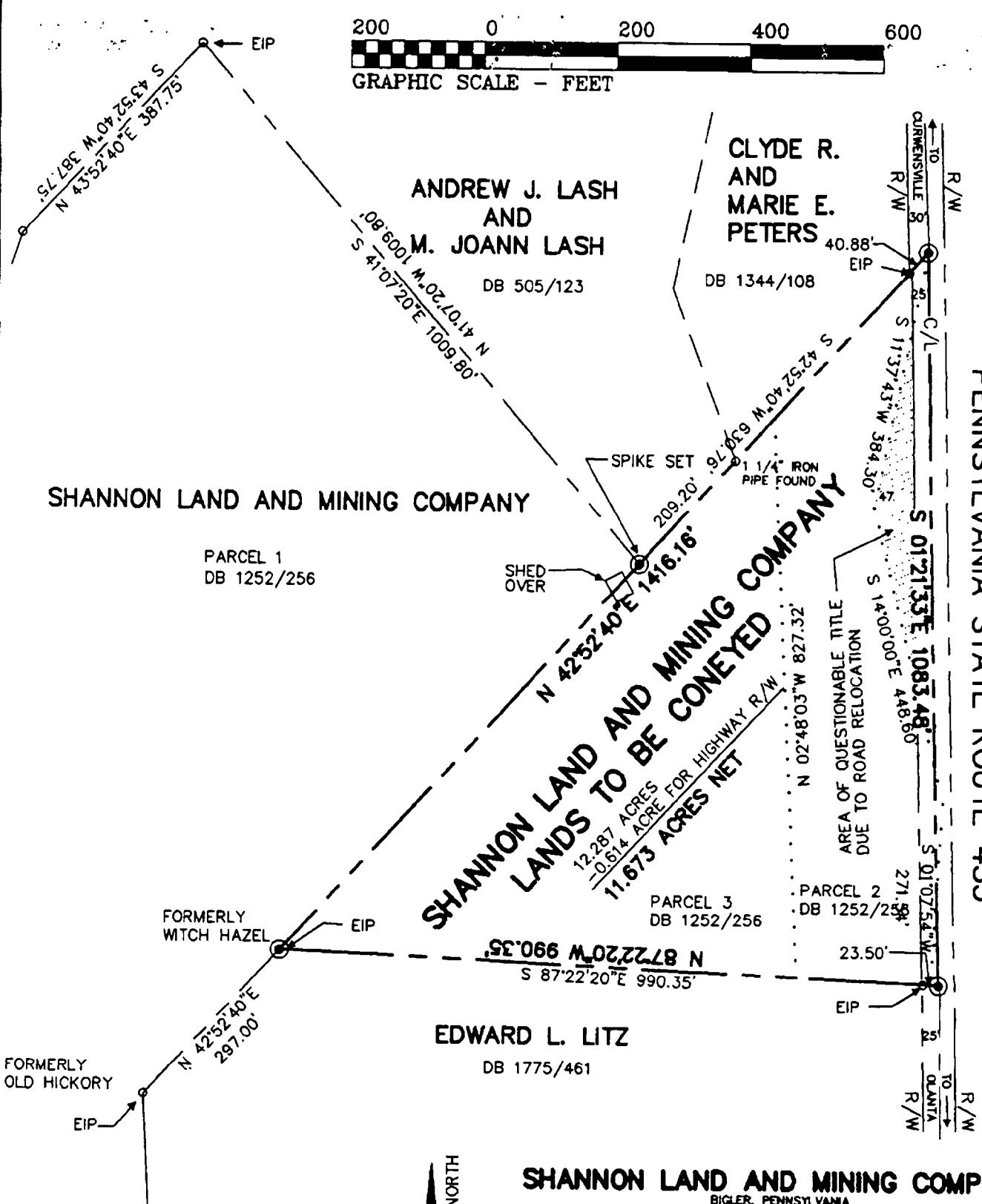
COUNTY OF CLEARFIELD :

:

Recorded in the Office of Recording of Deeds, etc., in and for the said County in Record Book _____ at Page _____.

WITNESS my hand and official seal this _____ day of
_____, 1998.

Recorder of Deeds



PENNSYLVANIA STATE ROUTE 453

EDWARD L. LITZ
DB 1775/461

LEGEND

- PROPERTY LINE
CENTERLINE OF 24'
EXISTING PAVED CARTWAY
UNSURVEYED BOUNDARY LINE
FORMER BOUNDARY LINES
3/4" REBAR SET WITH CAP
DEED BOOK 123 PAGE 456
RIGHT-OF-WAY
CENTER LINE
EXISTING 3/4" REBAR

BEARINGS BASED ON TRUE NORTH

SHANNON LAND AND MINING COMPANY
BIGLER, PENNSYLVANIA
MAP OF RETRACEMENT SURVEY
PIKE TOWNSHIP
CLEARFIELD COUNTY

JULY 6, 1988
FIELD BOOK 60 PAGE 49
TAX MAP #128-H11-23
FILE NO. 6806



CLEARFIELD, PENNSYLVANIA

DAVID J. THORP, PLS
NO. SU-57822-E
CURRY & ASSOCIATES
7 SOUTH THIRD STREET
(814) 561-2222

Prothonotary Clerk of Courts
William A Shaw

APR 11 2007

FILED

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

CSB BANK, :
Plaintiff : No. 07-567-CD
:
vs. :
:
ROBERT A. MOORE and DAWN D. :
MOORE, :
Defendants : Type of Pleading: COMPLAINT
IN MORTGAGE FORECLOSURE
:
:
: Filed on behalf of: Plaintiff
:
: Counsel of Record for this Party:
:
: Kim C. Kesner, Esquire
: Supreme Ct.I.D. 28307
:
: BELIN, KUBISTA & RYAN
: 15 North Front Street
: P.O. Box 1
: Clearfield, PA 16830
: (814) 765-8972
: (814) 765-9893 – facsimile
:
:
:
:
:
:
:

FILED *at \$85.00 P/lft*
07/31/00 cm 2cc Shaff
APR 11 2007 3cc Atty
W.M.

William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK,

Plaintiff

No.

IN MORTGAGE FORECLOSURE

vs.

ROBERT A. MOORE and DAWN D.
MOORE,

Defendants

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may process 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE
THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP.**

Court Administrator's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
Telephone: (814) 765-2641, ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102677
NO: 07-567-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK
VS.
DEFENDANT: ROBERT A. MOORE and DAWN D. MOORE

SHERIFF RETURN

NOW, April 23, 2007 AT 9:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT A. MOORE DEFENDANT AT 10963 CURWENSVILLE-TYRONE HIGHWAY, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELANIE FRIBERGER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

10963 CURWENSVILLE TYRONE HIGHWAY, CURWENSVILLE, PA. "VACANT".

SERVED BY: MORGILLO / DAVIS

FILED
04-24-07
SEP 12 2007
5

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102677
NO: 07-567-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK
VS.
DEFENDANT: ROBERT A. MOORE and DAWN D. MOORE

SHERIFF RETURN

NOW, April 23, 2007 AT 9:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAWN D. MOORE DEFENDANT AT 10963 CURWENSVILLE-TYRONE HIGHWAY, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELANIE FRIBERGER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.
10963 CURWENSVILLE TYRONE HIGHWAY, CURWENSVILE, PA. "VACANT"

SERVED BY: MORGILLO / DAVIS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102677
NO: 07-567-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CSB BANK
vs.
DEFENDANT: ROBERT A. MOORE and DAWN D. MOORE

SHERIFF RETURN

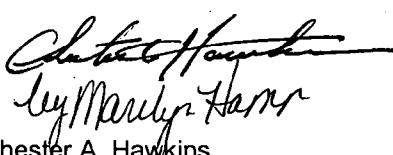
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CSB BANK	272713	20.00
SHERIFF HAWKINS	CSB BANK	272713	36.03

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

CSB BANK, :
Plaintiff : No. 07-567-CD
IN MORTGAGE FORECLOSURE
vs. :
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
Type of Pleading: PRAECIPE FOR
DEFAULT JUDGMENT
Filed on Behalf of: Plaintiff
Counsel of Record for this Party:
Kim C. Kesner, Esquire
Supreme Ct.I.D. 28307
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

FILED 01/31/2007 Atty pd. 20.00
SEP 20 2007 1CC & Notice
to Defs.
William A. Shaw
Prothonotary/Clerk of Courts
2CC & Statement
to Atty

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

CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

PRAECIPE FOR DEFAULT JUDGMENT

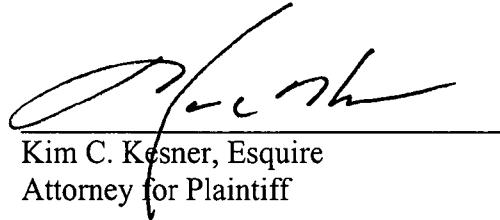
TO WILLIAM SHAW, PROTHONOTARY,

Kindly enter judgment in favor of the above named Plaintiff, CSB Bank and against the above named Defendants, Robert A. Moore and Dawn D. Moore, for failure to file an answer in the above-captioned action within twenty(20) days from the date of service, Robert A. Moore and Dawn D. Moore, having been served on April 23, 2007, as appears separately of record. A notice of Plaintiff's intention to file a Praecipe for Default Judgment was mailed to Defendant, Robert A. Moore at c/o Melanie Friberger, 528 ½ State Street, Curwensville, PA 16833 and to Defendant Dawn D. Moore at c/o Melanie Friberger, 528 ½ State Street, Curwensville, PA 16833 on June 13, 2007. Copies of the notices sent to the Defendants are attached hereto as Exhibit "A" and incorporated herein by reference.

Kindly assess damages against the Defendants, Robert A. Moore and Dawn D. Moore,
as follows:

Principal and Accrued Interest at 8.5% as of 3/22/07	\$18,292.85
Late Charges	\$ 265.40
Interest at the rate of 8.5% per annum from 3/22/07	\$
Reasonable Attorney's fees actually incurred (to be added)	\$
Costs (to be added)	\$
TOTAL	\$18,558.25

Date: 9/19/2007



Kim C. Kesner, Esquire
Attorney for Plaintiff

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

CSB BANK,

Plaintiff

No. 07-567-CD

IN MORTGAGE FORECLOSURE

vs.

ROBERT A. MOORE and DAWN D.
MOORE,

Defendants

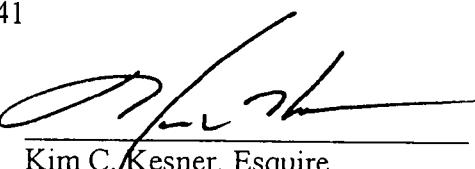
To: Robert A. Moore
c/o Melanie Friberger
528 ½ State Street
Curwensville, PA 16833

Date of Notice: June 12, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT ACCORDINGLY **WITHIN TEN (10) DAYS** FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Phone: (814) 765-2641



Kim C. Kesner, Esquire
Attorney for Plaintiff

cc: CSB Bank

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

CSB BANK, :
Plaintiff : No. 07-567-CD
vs. : IN MORTGAGE FORECLOSURE
ROBERT A. MOORE and DAWN D. :
MOORE, :
Defendants :
:

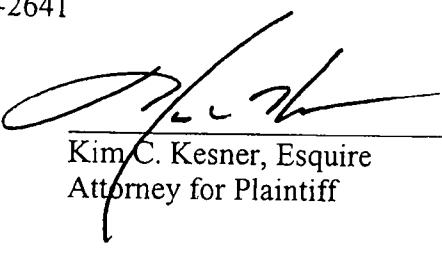
To: Dawn D. Moore
c/o Melanie Friberger
528 ½ State Street
Curwensville, PA 16833

Date of Notice: June 12, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT ACCORDINGLY **WITHIN TEN (10) DAYS** FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Phone: (814) 765-2641


Kim C. Kesner, Esquire
Attorney for Plaintiff

cc: CSB Bank

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

CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

→OPY

NOTICE

NOTICE is given that a judgment in the above-captioned matter has been entered
against you in the amount of \$18,558.25 on September 20, 2007.



William Shaw, Prothonotary

FILED

SEP 21 2007

William A. Shaw
Prothonotary/Clark of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

COPY

CSB Bank
Plaintiff(s)

No.: 2007-00567-CD

Real Debt: \$18,558.25

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert A. Moore
Dawn D. Moore
Defendant(s)

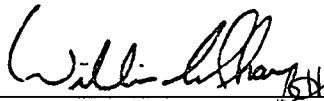
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 20, 2007

Expires: September 20, 2012

Certified from the record this 20th day of September, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

CSB BANK, Plaintiff
vs.
ROBERT A. MOORE and
DAWN D. MOORE,
Defendants

No. 07-567-CD
IN MORTGAGE FORECLOSURE

Type of Pleading: PRAECIPE FOR
WRIT OF EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
Kim C. Kesner, Esquire
Supreme Ct.I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

FILED
01/30/2007 PHF pd. 20.00
SEP 26 2007 UCCBrennf
11-1

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty

61

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

CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

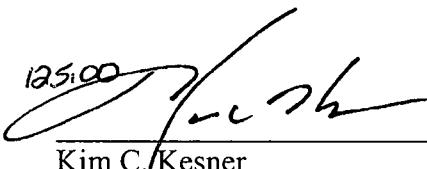
PRAECIPE FOR WRIT OF
EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

Amount Due	\$18,558.25
Interest from 3/22/07 @ 8.5%	\$
Costs to be added	\$ _____
TOTAL	\$

Prothonotary costs

125.00


Kim C. Kesner
Attorney for Plaintiff

FILED

SEP 26 2007

William A. Shaw
Prothonotary/Clerk of Courts.

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

CSB BANK, Plaintiff : No. 07-567-CD
vs. : IN MORTGAGE FORECLOSURE
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
Type of Pleading: WRIT OF EXECUTION
Filed on Behalf of: Plaintiff
Counsel of Record for this Party:
Kim C. Kesner, Esquire
Supreme Ct.I.D. 28307
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

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

CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
: ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter against ROBERT A. MOORE and DAWN D. MOORE, Defendants, you are directed to levy upon and sell the following described property:

ALL that certain piece or parcel of land situate in the Township of Pike, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

BEGINNING at an existing $\frac{3}{4}$ inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in Deed Book 1252 page 256; said rebar also being the southwest corner of the land herein conveyed and running; thence North forty-two (42°) degrees fifty-two (52') minutes forty (40") seconds East for a distance of one thousand four hundred sixteen and sixteen hundredths (1416.16) feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 505 page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344 page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a $\frac{3}{4}$ inch rebar set back forty and eighty-eight hundredths (40.88) feet from said centerline of S.R. 453; thence South one (01°) degree twenty-one (21') minutes thirty-three (33") seconds East for a distance of one thousand eighty-three and forty-eight hundredths (1083.48) feet along the centerline of Pennsylvania State Route 453 to a point opposite the

northeast corner of Edward L. Litz, as was conveyed to him by Deed Book 1775 page 461; thence North eighty-seven (87°) degrees twenty-two (22') minutes twenty (20") seconds West for a distance of nine hundred ninety and thirty-five hundredths (990.35) feet along Edward L. Litz to an existing $\frac{3}{4}$ inch rebar and place of beginning, said line passing through an existing $\frac{3}{4}$ inch rebar at twenty-three and fifty hundredths (23.50) feet.

Said property contains 12.287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net. Being all of Parcel's 2 and 3 of Deed Book 1252 page 256 and including that area enclosed between the old road and the new road described above.

BEING further identified by Clearfield County Assessment Map No. 126-H11-23.

Amount Due	\$18,558.25
Interest from 3/22/07 @ 8.5%	\$
Costs (to be added)	\$
TOTAL	\$

125.00 **Prothonotary costs**

William Shaw, Prothonotary

By William Shaw 9/20/07
Deputy

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

CSB BANK,

Plaintiff

No. 07-567-CD

IN MORTGAGE FORECLOSURE

vs.

ROBERT A. MOORE and
DAWN D. MOORE,

Defendants

Type of Pleading: AFFIDAVIT
PURSUANT TO RULE 3129.1

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Ct.I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

FILED 4CC
09/27/07 Sheriff
SEP 26 2007
4CC/Hay
William A. Shaw
Prothonotary/Clerk of Courts
6K

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

CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

AFFIDAVIT PURSUANT TO RULE 3129.1

CSB Bank, Plaintiff in the above action, sets forth as of the date of the Praecept for Writ of Execution was filed the following information concerning the real property located in the Township of Pike, Clearfield County, Pennsylvania, bounded and described in accordance with Exhibit "A" which is annexed hereto and incorporated herein by reference.

1. Name and address of Owner(s) or Reputed Owner(s):

<u>Name</u>	<u>Address</u>
Robert A. Moore	c/o Melanie Friberger 528 ½ State Street Curwensville, PA 16833
Dawn D. Moore	c/o Melanie Friberger 528 ½ State Street Curwensville, PA 16833

2. Name and address of Defendant(s) in the judgment:

<u>Name</u>	<u>Address</u>
Robert A. Moore	c/o Melanie Friberger 528 ½ State Street Curwensville, PA 16833
Dawn D. Moore	c/o Melanie Friberger 528 ½ State Street Curwensville, PA 16833

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

<u>Name</u>	<u>Address</u>
CSB Bank Judgment entered on September 20, 2007, 2007, at 2007-567-CD	434 State Street Curwensville, PA 16833

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

<u>Name</u>	<u>Address</u>
CSB Bank	434 State Street Curwensville, PA 16833

(Mortgage dated December 4, 1998, and recorded at Instrument No. 199800553)

Fleet National Bank	Consumer Loan Operations 315 Court Street P.O. Box 3092 Utica, NY 13502
---------------------	--

(Mortgage dated August 9, 2004, and recorded at Instrument No. 200414398)

5. Name and address of every other person who has any record lien on the property:

<u>Name</u>	<u>Address</u>
Pike Township Tax Collector	171 Bloomington Ave Ext. Curwensville, PA 16833

(For Clearfield County, Pike Township and the Curwensville Area School District)

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

<u>Name</u>	<u>Address</u>
NONE	

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

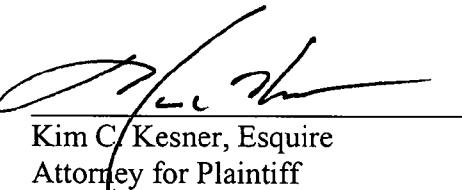
Name

Address

NONE

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A., Sec. 4904, relating to unsworn falsification to authorities.

Date: 9/19/2007



Kim C. Kesner, Esquire
Attorney for Plaintiff

ALL that certain piece or parcel of land situated in the Township of Pike, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

BEGINNING at an existing $\frac{3}{4}$ inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern lien of other lands of C. Alan Walker, et al, as described as Parcel 1 in Deed Book 1252, page 256; said rebar also being the southwest corner of the land herein conveyed and running; Thence North forty-two (42°) degrees fifty-two (52') minutes forty (40") seconds East for a distance of one thousand four hundred sixteen and sixteen hundredths (1416.16) feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 1344, page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344, page 108, to a point in the centerline of Pennsylvania State Route 453, said lien passing through a $\frac{3}{4}$ inch rebar set back forty and eighty-eight hundredths (40.88) feet from said centerline of S.R. 453; Thence south one (01°) degree twenty-one (21') minutes thirty-three (33") seconds East for a distance of one thousand eighty-three and forty-eight hundredths (1083.48) feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by Deed Book 1775, page 461; Thence North eighty-seven (87°) degrees twenty-two (22') minutes twenty (20") seconds West for a distance of nine hundred ninety and thirty-five hundredths (990.35) feet along Edward L. Litz to an existing $\frac{3}{4}$ inch rebar and place of beginning, said line passing through an existing $\frac{3}{4}$ inch rebar at twenty-three and fifty hundredths (23.50) feet.

TOGETHER WITH AND SUBJECT to covenants, easements, and restrictions of record.

Said property contains 12,287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net, as shown on map prepared by Curry and Associates dated July 6, 1998. Being all of Parcel's 2 and 3 of Deed Book 1252, page 256 and including that area enclosed between the old road and the new road described above.

Amounts Due:

Principal and late charges as of 3/22/2007	\$ 18,292.85
Late charges	\$ 265.40
Interest from 3/22/07 at 8.5%	\$
Costs (to be added)	\$
Attorney's fees (to be added)	\$

William A. Shaw, Prothonotary

Deputy

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

CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

NOTICE OF SALE

By virtue of a Writ of Execution issued by William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, to me directed, there will be exposed to public sale on _____, 2007, at _____ o'clock __.m. at the Clearfield County Sheriff's Office, Courthouse, Clearfield, Pennsylvania, the real estate described in accordance with Exhibit "A" which is annexed hereto and incorporated herein by reference, including structures thereon, seized and taken in execution as the property of Robert A. Moore and Dawn D. Moore.

All parties in interest and claimants will take notice that a schedule of distribution will be filed on the _____ day of _____, 2007, and that the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Date: _____

Chester A. Hawkins, Sheriff

Kim C. Kesner, Esquire
Attorney for CSB Bank
15 North Front Street
Clearfield, PA 16830

ALL that certain piece or parcel of land situated in the Township of Pike, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

BEGINNING at an existing $\frac{3}{4}$ inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern lien of other lands of C. Alan Walker, et al, as described as Parcel 1 in Deed Book 1252, page 256; said rebar also being the southwest corner of the land herein conveyed and running; Thence North forty-two (42°) degrees fifty-two (52') minutes forty (40") seconds East for a distance of one thousand four hundred sixteen and sixteen hundredths (1416.16) feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 1344, page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344, page 108, to a point in the centerline of Pennsylvania State Route 453, said lien passing through a $\frac{3}{4}$ inch rebar set back forty and eighty-eight hundredths (40.88) feet from said centerline of S.R. 453; Thence south one (01°) degree twenty-one (21') minutes thirty-three (33") seconds East for a distance of one thousand eighty-three and forty-eight hundredths (1083.48) feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by Deed Book 1775, page 461; Thence North eighty-seven (87°) degrees twenty-two (22') minutes twenty (20") seconds West for a distance of nine hundred ninety and thirty-five hundredths (990.35) feet along Edward L. Litz to an existing $\frac{3}{4}$ inch rebar and place of beginning, said line passing through an existing $\frac{3}{4}$ inch rebar at twenty-three and fifty hundredths (23.50) feet.

TOGETHER WITH AND SUBJECT to covenants, easements, and restrictions of record.

Said property contains 12,287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net, as shown on map prepared by Curry and Associates dated July 6, 1998. Being all of Parcel's 2 and 3 of Deed Book 1252, page 256 and including that area enclosed between the old road and the new road described above.

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

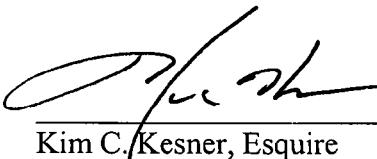
CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

CERTIFICATE OF ADDRESS

I, Kim C. Kesner, Attorney at Law, hereby certify that the address of the Defendant last
know to Plaintiff is as follows:

Robert A. Moore
c/o Melanie Friberger
528 ½ State Street
Curwensville, PA 16833

Dawn D. Moore
c/o Melanie Friberger
528 ½ State Street
Curwensville, PA 16833



Kim C. Kesner, Esquire
Attorney for Plaintiff

FILED

SEP 26 2001

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

CSB BANK, :
Plaintiff : No. 07-567-CD
vs. : IN MORTGAGE FORECLOSURE
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
Type of Pleading: CERTIFICATE OF
SERVICE
Filed on Behalf of: Plaintiff
Counsel of Record for this Party:
Kim C. Kesner, Esquire
Supreme Ct.I.D. 28307
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

FILED
01-55-01 100
NOV 15 2007 Atty Kesner
WM
William A. Shaw
Prothonotary/Clerk of Courts

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

CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
: ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 10th day of October, 2007, I caused to be served a true and correct copy of the Notice of Sheriff Sale on the following a copy of which is attached hereto as Exhibit "A" in the following manner(s):

Mr. Robert A. Moore
c/o Melanie Friberger
528 ½ State Street
Curwensville, PA 16833
U.S. First Class Certified Mail, Return Receipt, Restricted Delivery, Postage Prepaid and Regular First Class Mail

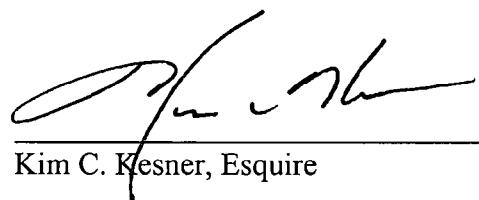
Mrs. Dawn D. Moore
c/o Melanie Friberger
528 ½ State Street
Curwensville, PA 16833
U.S. First Class Certified Mail, Return Receipt, Restricted Delivery, Postage Prepaid and Regular First Class Mail

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
U.S. First Class Certified Mail, Return Receipt and Regular First Class Mail

Bank of America, N.S.,
S/B/M Fleet Natioanl Bank
NC 4-105-02-63
4161 Piedmont Parkway
Greensboro, NC 27410-8110

U.S. First Class Certified Mail, Return Receipt and Regular First Class Mail

Date: 11/14/2007



Kim C. Kesner, Esquire

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

CSB BANK, Plaintiff : No. 07-567-CD
vs. : IN MORTGAGE FORECLOSURE
ROBERT A. MOORE and Defendants :

NOTICE OF SALE

By virtue of a Writ of Execution issued by William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, to me directed, there will be exposed to public sale on FRIDAY, DECEMBER 7, 2007, at 10:00 o'clock A.m. at the Clearfield County Sheriff's Office, Courthouse, Clearfield, Pennsylvania, the real estate described in accordance with Exhibit "A" which is annexed hereto and incorporated herein by reference, including structures thereon, seized and taken in execution as the property of Robert A. Moore and Dawn D. Moore.

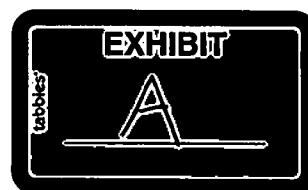
All parties in interest and claimants will take notice that a schedule of distribution will be filed on the 10th day of DECEMBER, 2007, and that the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Date: October 12, 2007



Chester A. Hawkins, Sheriff

Kim C. Kesner, Esquire
Attorney for CSB Bank
15 North Front Street
Clearfield, PA 16830



ALL that certain piece or parcel of land situated in the Township of Pike, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

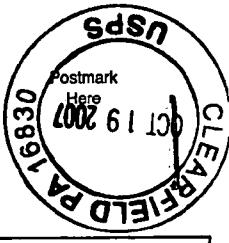
BEGINNING at an existing $\frac{3}{8}$ inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern lien of other lands of C. Alan Walker, et al, as described as Parcel 1 in Deed Book 1252, page 256; said rebar also being the southwest corner of the land herein conveyed and running; Thence North forty-two (42°) degrees fifty-two (52') minutes forty (40") seconds East for a distance of one thousand four hundred sixteen and sixteen hundredths (1416.16) feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 1344, page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344, page 108, to a point in the centerline of Pennsylvania State Route 453, said lien passing through a $\frac{3}{8}$ inch rebar set back forty and eighty-eight hundredths (40.88) feet from said centerline of S.R. 453; Thence south one (01") degree twenty-one (21') minutes thirty-three (33") seconds East for a distance of one thousand eighty-three and forty-eight hundredths (1083.48) feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by Deed Book 1775, page 461; Thence North eighty-seven (87°) degrees twenty-two (22') minutes twenty (20") seconds West for a distance of nine hundred ninety and thirty-five hundredths (990.35) feet along Edward L. Litz to an existing $\frac{3}{8}$ inch rebar and place of beginning, said line passing through an existing $\frac{3}{8}$ inch rebar at twenty-three and fifty hundredths (23.50) feet.

TOGETHER WITH AND SUBJECT to covenants, easements, and restrictions of record.

Said property contains 12.287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net, as shown on map prepared by Curry and Associates dated July 6, 1998. Being all of Parcel's 2 and 3 of Deed Book 1252, page 256 and including that area enclosed between the old road and the new road described above.

SEIZED, taken in execution to be sold as the property of ROBERT A. MOORE AND DAWN D. MOORE, at the suit of CSE BANK. JUDGMENT NO. 07-567-CD

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature <input checked="" type="checkbox"/> <i>Dawn Moore</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Dawn Moore</i> <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from above? <input type="checkbox"/> Yes If YES, enter delivery address below. <input type="checkbox"/> No</p> <p style="text-align: center;">RECEIVED <i>OCT 26 2007</i></p> <p>STURGEONSBURG PA 16833-3600</p>	
<p>1. Article Addressed to:</p> <p>Mrs. Dawn D. Moore c/o Melanie Friberger 528 1/2 State Street Curwensville, PA 16833</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) <i>7006 0100 0002 9104 6871</i></p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
7006 0100 0002 9104 6871	Postage	\$ 41
	Certified Fee	2.05
	Return Receipt Fee (Endorsement Required)	2.15
	Restricted Delivery Fee (Endorsement Required)	4.10
	Total Postage & Fees	\$ 9.31
	<p style="text-align: center;">Postmark Here </p>	
<p>Sent To Mrs. Dawn D. Moore Street, Apt. No.; or PO Box No. c/o Melanie Friberger 528 1/2 State Street Curwensville, PA 16833</p>		
<p>PS Form 3800, June 2002 See Reverse for Instructions</p>		

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:

Mr. Robert A. Moore
c/o Melanie Friberger
528 1/2 State Street
Curwensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Robert Moore Agent..
 Addressee

B. Received by (Printed Name)

Robert Moore

C. Date of Delivery
10-22-07

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

RECEIVED

OCT 23 2007

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 lab)

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®

OFFICIAL USE

Postage

\$.41

Certified Fee

2.65

**Return Receipt Fee
(Endorsement Required)**

2.15

**Restricted Delivery Fee
(Endorsement Required)**

4.10

Total Postage & Fees

\$ 9.31

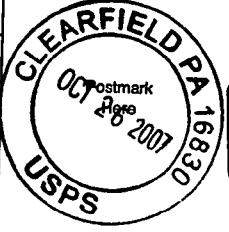
**Sent To**

Mr. Robert A. Moore
Street, Apt. No. _____
or PO Box No. _____
City, State, ZIP: 528 1/2 State Street
Curwensville, PA 16833

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature <i>Ree</i></p> <p><input checked="" type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>RECEIVED</i></p> <p>C. Date of Delivery <i>10/29</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><i>NOV 01 2007</i></p>	
<p>1. Article Addressed to:</p> <p>Bank of America, N.A., S.R.M. Fleet National Bank NC 4-105-02-63 4161 Piedmont Parkway Greensboro, NC 27410-8110</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label) <i>7006 0100 0002 9104 6840</i></p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

<p>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p>		
<p>For delivery information visit our website at www.usps.com</p>		
<p>OFFICIAL USE</p>		
<i>7006 0100 0002 9104 6840</i>	Postage	\$.41
	Certified Fee	<i>2.65</i>
	Return Receipt Fee (Endorsement Required)	<i>2.15</i>
	Restricted Delivery Fee (Endorsement Required)	—
	Total Postage & Fees	<i>\$ 5.21</i>
		
<p><i>Sent To</i></p> <p>Bank of America, Fleet National Bank or PO Box No. 161 Piedmont Parkway Greensboro, NC 27410-8110</p>		
PS Form 3800, June 2002		
See Reverse for Instructions		

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature <i>Tomi Kavardian</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Tomi Kavardian</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Gregory Javardian, Esquire 1310 Industrial Boulevard 1st Floor, Suite 101 Southampton, PA 18966</p>		<p>RECEIVED OCT 31 2007</p> <p>4. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service)</p>		<p>7006 0100 0002 9104-6833</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	
		<p>102595-02-M-1540</p>	

<p>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)</p>											
<p>For delivery information visit our website at www.usps.com</p>											
<p>OFFICIAL USE</p>											
<p>9104 6833 2006 0002 0100 0001 7006 0001</p>	<table border="1"> <tr> <td>Postage</td> <td>\$.41</td> </tr> <tr> <td>Certified Fee</td> <td>2.65</td> </tr> <tr> <td>Return Receipt Fee Endorsement Required</td> <td>2.15</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>—</td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 5.21</td> </tr> </table>	Postage	\$.41	Certified Fee	2.65	Return Receipt Fee Endorsement Required	2.15	Restricted Delivery Fee (Endorsement Required)	—	Total Postage & Fees	\$ 5.21
Postage	\$.41										
Certified Fee	2.65										
Return Receipt Fee Endorsement Required	2.15										
Restricted Delivery Fee (Endorsement Required)	—										
Total Postage & Fees	\$ 5.21										
<p>Postmark CLEARFIELD PA 16830 Oct 31 2007</p>											
<p>Sent To Gregory Javardian, Esquire 1310 Industrial Boulevard 1st Floor, Suite 101 Southampton, PA 18966</p>											
<p>PS Form 3800, June 2002</p>											
<p>See Reverse for Instructions</p>											

FILED

NOV 5 2007

Wm. A. Shaw
Prothonotary - Clerk of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20667
NO: 07-567-CD

PLAINTIFF: CSB BANK

VS.

DEFENDANT: ROBERT A. MOORE AND DAWN D. MOORE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/27/2007

LEVY TAKEN 10/16/2007 @ 10:17 AM
POSTED 10/16/2007 @ 10:17 AM
SALE HELD 12/7/2007
SOLD TO NORTHWEST SAVINGS BANK
SOLD FOR AMOUNT \$1.00 PLUS COSTS
WRIT RETURNED 1/7/2008
DATE DEED FILED 1/7/2008

PROPERTY ADDRESS 10963 CURWENSVILLE TYRONE HIGHWAY CURWENSVILLE , PA 16833

SERVICES

10/18/2007 @ 8:48 AM SERVED ROBERT A. MOORE

SERVED ROBERT A. MOORE, DEFENDANT, BY HANDING TO DAWN D. MOORE, WIFE OF THE DEFENDANT AT HER PLACE OF EMPLOYMENT RIDGEVIEW ELDER CARE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA

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

10/18/2007 @ 8:48 AM SERVED DAWN D. MOORE

SERVED DAWN D. MOORE, DEFENDANT AT HER PLACE OF EMPLOYMENT RIDGEVIEW ELDER CARE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAWN D. MOORE

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

FILED
01/10/2008
JAN 07 2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20667
NO: 07-567-CD

PLAINTIFF: CSB BANK

vs.

DEFENDANT: ROBERT A. MOORE AND DAWN D. MOORE

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$223.38

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
Deputy Sheriff - Clearfield County
Chester A. Hawkins
Sheriff

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

CSB BANK, Plaintiff : No. 07-567-CD
vs. : IN MORTGAGE FORECLOSURE

ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants : Type of Pleading: WRIT OF EXECUTION

Filed on Behalf of: Plaintiff
Counsel of Record for this Party:
Kim C. Kesner, Esquire
Supreme Ct.I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

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

CSB BANK, :
Plaintiff : No. 07-567-CD
: IN MORTGAGE FORECLOSURE
vs. :
ROBERT A. MOORE and :
DAWN D. MOORE, :
Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter against ROBERT A. MOORE and DAWN D. MOORE, Defendants, you are directed to levy upon and sell the following described property:

ALL that certain piece or parcel of land situate in the Township of Pike, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

BEGINNING at an existing $\frac{3}{4}$ inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in Deed Book 1252 page 256; said rebar also being the southwest corner of the land herein conveyed and running; thence North forty-two (42°) degrees fifty-two (52') minutes forty (40") seconds East for a distance of one thousand four hundred sixteen and sixteen hundredths (1416.16) feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 505 page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344 page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a $\frac{3}{4}$ inch rebar set back forty and eighty-eight hundredths (40.88) feet from said centerline of S.R. 453; thence South one (01°) degree twenty-one (21') minutes thirty-three (33") seconds East for a distance of one thousand eighty-three and forty-eight hundredths (1083.48) feet along the centerline of Pennsylvania State Route 453 to a point opposite the

northeast corner of Edward L. Litz, as was conveyed to him by Deed Book 1775 page 461; thence North eighty-seven (87°) degrees twenty-two (22') minutes twenty (20") seconds West for a distance of nine hundred ninety and thirty-five hundredths (990.35) feet along Edward L. Litz to an existing $\frac{3}{4}$ inch rebar and place of beginning, said line passing through an existing $\frac{3}{4}$ inch rebar at twenty-three and fifty hundredths (23.50) feet.

Said property contains 12.287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net. Being all of Parcel's 2 and 3 of Deed Book 1252 page 256 and including that area enclosed between the old road and the new road described above.

BEING further identified by Clearfield County Assessment Map No. 126-H11-23.

Amount Due	\$18,558.25
Interest from 3/22/07 @ 8.5%	\$
Costs (to be added)	\$
TOTAL	\$

125.00 Prothonotary costs

William Shaw, Prothonotary

By William Shaw 9/26/07
Deputy

Received this writ this 27th day
of September A.D. 2007
At 3:15 A.M./P.M.

Charles A. Haubois
Sheriff by Carenne Butler-Clephant

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ROBERT A. MOORE

NO. 07-567-CD

NOW, January 07, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 07, 2007, I exposed the within described real estate of Robert A. Moore And Dawn D. Moore to public venue or outcry at which time and place I sold the same to NORTHWEST SAVINGS BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	5.82
LEVY	15.00
MILEAGE	5.82
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	5.82
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$223.38

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	18,558.25
INTEREST @ 4.3200 %	1,123.20
FROM 03/22/2007 TO 12/07/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$19,721.45

COSTS:

ADVERTISING	470.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	223.38
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,172.88

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

CHESTER A. HAWKINS, Sheriff