

07-2024-CD  
Northwest Saving vs G. Finley al

## Mortgage Foreclosures

Date		Judge
12/12/2007	New Case Filed.	No Judge
	✓ Filing: Civil Complaint Mortgage Foreclosure Property located in City of DuBois Paid by: Gates & Seaman Receipt number: 1921817 Dated: 12/12/2007 Amount: \$85.00 (Check) 2 Cert. to Atty.	No Judge
1/15/2008	✓ Praecipe For Entry of Appearance, filed on behalf of Defendants, enter appearance of Jeffrey S. DuBois, Esquire. 1CC Atty. DuBois	No Judge
	✓ Defendants Answer to Plaintiffs Complaint in Mortgage Foreclosure, filed by s/ Jeffrey S. DuBois, Esquire. 2CC Atty. DuBois	No Judge
2/25/2008	✓ Motion for Summary Judgment, filed by s/Andrew P. Gates, Esq. Two CC Attorney Gates	No Judge
2/26/2008	✓ Order, this 26th day of Feb., 2008, a Rule is issued upon Defendants. Rule returnable the 27th day of March, 2008, for filing written response. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Gates	Fredric Joseph Ammerman
2/29/2008	✓ Certificate of Service, filed. On the 29th day of February 2008, by mailing a certified copy of Plaintiff's Motion for Summary Judgment Pursuant to Pa.R.C.P. Section 1035.2, with attached Order dated February 26, 2008 by regular mail to Jeffrey S. DuBois Esq., filed by s/ Andrew P. Gates Esq. No CC.	No Judge
3/24/2008	✓ Praecipe, Kindly enter of record the attached Stipulation agreed to by the parties as evidenced by the signatures of their Attorneys of Record. Filed by s/ Andrew P. Gates, Esquire. 2CC Atty. Gates	No Judge
3/27/2008	✓ Defendants Answer to Plaintiffs Motion For Summary Judgment, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois	No Judge
3/28/2008	✓ Praecipe, Since Defendants have filed an Answer to Plaintiff's Motion for summary Judgment, kindly direct the Court Administrator's Office to scheduled Argument and a Briefing schedule on Plaintiff's Motion. Filed by Andrew P. Gates, Esquire. 2CC to Atty.	No Judge
4/2/2008	✓ Order, this 2nd day of April, 2008, upon consideration of Plaintiff's Motion for Summary Judgment and Defendants' Response thereto, it is Ordered that Argument shall be held on the 2nd day of May, 2008, at 11:00 a.m. in Courtroom 1. Notice of the entry of this Order shall be provided by Plaintiff's Counsel to Defendant's Counsel. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Atty. Gates	Fredric Joseph Ammerman
4/4/2008	✓ Affidavit of Service filed. That on Thursday, April 3, 2008, a certified copy of scheduling Order for Argument on Plaintiff's Motion for Summary Judgment was sent by first class mail to Jeffrey S. DuBois Esq., filed by s/ Andrew P. Gates Esq. No CC.	Fredric Joseph Ammerman
4/18/2008	✓ Sheriff Return, December 19, 2007 at 11:07 am Served the within Complaint in Mortgage Foreclosure on Glenn L. Finley. December 19, 2007 at 11:07 am Served the within Complaint in Mortgage Foreclosure on Amadeus M. Finley by handing to Amadeus M. Finley. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Sheriff Hawkins costs pd by Gates \$62.84	Fredric Joseph Ammerman
5/5/2008	✓ Order, this 2nd day of May, 2008, following Argument on Plaintiff's Motion for Summary Judgment, it is Ordered that Defendant's counsel submit appropriate brief within 15 days from this date. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: DuBois, Gates	Fredric Joseph Ammerman

John Sughrue  
23 North Second Street  
Clearfield, PA 16830

Issuing Attorney:

William A. Shaw  
Prothonotary

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

FILED

DEC 12 2007

013:50 / *W*  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CENTS, TO

NORTHWEST SAVINGS BANK,  
Successor in Interest, by  
merger and acquisition,  
to CSB BANK, Plaintiff

vs.

GLENN L. FINLEY and  
AMADEUS M. FINLEY,  
Defendants

No. 07-2024 -CD

Type of Case: Civil Action

Type of Pleading: Complaint  
in Mortgage Foreclosure

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

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

NORTHWEST SAVINGS BANK, Successor in	:	
Interest, by merger and acquisition, to	:	
CSB BANK, Plaintiff	:	No. 07 - - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

**NOTICE TO DEFEND**

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

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

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

DANIEL NELSON, COURT ADMINISTRATOR  
Clearfield County Court House  
Clearfield, PA 16830  
(814) 765-2641

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

NORTHWEST SAVINGS BANK, Successor in	:	
Interest, by merger and acquisition, to	:	
CSB BANK, Plaintiff	:	No. 07 - - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

**COMPLAINT**

NOW COMES, the Plaintiff, Northwest Savings Bank, Successor in Interest, to CSB Bank, by its attorneys, Gates & Seaman, and brings this action in Mortgage Foreclosure against the named Defendants as follows:

1. The Plaintiff is Northwest Savings Bank, a state banking institution and corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business at 100 Liberty Street, P. O. Box 128, Warren, Pennsylvania, 16365.
2. Plaintiff is Successor in Interest to CSB Bank (effective date: June 25, 2007), by virtue of its acquisition by merger of all shares of Penn Laurel Financial Corp., the parent company of CSB Bank.
3. Defendants, Glenn L. Finley and Amadeus M. Finley, husband and wife, are adult individuals, whose last known address and whereabouts is 713 Treasure Lake, DuBois (Sandy Township), Clearfield County, Pennsylvania, 15801.
4. The Plaintiff brings this action to foreclose a Purchase Money Mortgage

(hereafter "Mortgage"), dated November 20, 2003 between Defendants, Glenn L. Finley and Amadeus M. Finley (Grantors/Mortgagors), and CSB Bank (Mortgagee/Lender), which Mortgage secures the payment of a Promissory Note, also dated November 20, 2003, in the principal amount of \$375,000.00, and which Mortgage covers commercial real estate situate in the City of DuBois, Clearfield County, Pennsylvania (having a situs address of 349 DuBois Street, DuBois, PA 15801), and which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Clearfield County Instrument No. 200321105. A photocopy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. The parcel subject to the Mortgage is situate in the City of DuBois, Clearfield County, Pennsylvania and is more fully described in Exhibit "B" which is attached hereto and made a part hereof.

6. The Mortgage described in Paragraph 4 hereof secured Defendants' indebtedness to Plaintiff, Northwest Savings Bank (as Successor in Interest to CSB Bank), which was evidenced by a Promissory Note, dated November 20, 2003, in the principal amount of \$375,000.00 (hereafter "Promissory Note"), which was executed by the Defendants. A photocopy of said Promissory Note is attached hereto and made a part hereof as Exhibit "C".

7. Said Promissory Note and Mortgage both set forth that Plaintiff/Mortgagee/Lender may accelerate Defendants' repayment of all outstanding principal and accrued interest in the case of Defendants' default of any covenant under

the aforementioned Mortgage, and/or Promissory Note which specifically includes Defendants' failure to pay any amount when due.

8. The Mortgage is in serious default because Defendants have failed to make payment of the payments due under the Promissory Note for the months of June, 2007 through November 2007.

9. The Defendants are also in default under the terms of the aforementioned Mortgage since they have failed to pay the annual real estate taxes due for 2006, all of which remain delinquent as of September 24, 2007.

10. By letter dated October 5, 2007 and addressed to Defendants, Glenn L. Finley and Amadeus M. Finley, 713 Treasure Lake, DuBois, PA 15801 and mailed the same day by Certified Mail No. 7006 2760 0000 4234 1422, postage prepaid, and also by First Class Mail, postage prepaid, to Defendant, Glenn L. Finley, at the above address, Plaintiff informed said Defendant it was demanding payment of all arrearages, within thirty (30) days, and in the event all arrearages were not paid in said thirty (30) day period, then the entire unpaid balance owed under said Promissory Note, including all outstanding principal and accrued interest, became immediately due and payable. True and correct copies of the aforementioned letter of October 5, 2007 and U. S. Postal Service Form 3811 signed by Mrs. Glenn Finley as agent for said Defendant, are attached hereto and made a part hereof, collectively, as Exhibit "D".

11. By letter dated October 5, 2007 and addressed to Defendants, Glenn L. Finley and Amadeus M. Finely, 713 Treasure Lake, DuBois, PA 15801 and mailed the



same day by Certified Mail No. 7006 2760 0000 4234 1439, postage prepaid, and also by First Class Mail, postage prepaid, to Defendant, Amadeus M. Finley, at the above address, Plaintiff informed said Defendant it was demanding payment of all arrearages, within thirty (30) days, and in the event all arrearages were not paid in said thirty (30) day period, then the entire unpaid balance owed under said Promissory Note, including all outstanding principal and accrued interest, became immediately due and payable. True and correct copies of the aforesaid letter of October 5, 2007 and U. S. Postal Service Form 3811 signed by Defendant, Amadeus M. Finley, are attached hereto and made a part hereof, collectively, as Exhibit "E".

12. Despite the payment demand made upon Defendants by the aforementioned letter dated October 5, 2007, Defendants have failed to cure said arrearage or to pay any additional sums towards the indebtedness evidenced by the November 20, 2003 Promissory Note and secured by the Mortgage.

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

(a) Outstanding principal balance	\$322,148.01
(b) Accrued interest through 11/20/07*	\$ 15,842.79
(c) Accrued late fees through 11/20/07	\$ 2,339.67
(d) Reasonable attorneys' fees	<u>\$ 1,500.00</u>
(as authorized by both Mortgage and Promissory Note of 11/20/2003)	

TOTAL	\$341,830.47*
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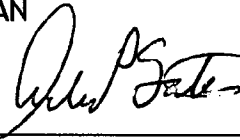
\*Plus per diem interest of \$91.72 from November 20, 2007

WHEREFORE, the Plaintiff demands judgment in Mortgage Foreclosure against the Defendants, Glenn L. Finley and Amadeus M. Finley, in the sum of \$341,830.47, plus

costs of suit and per diem interest of \$91.72 per day accruing on the loan from  
November 20, 2007.

GATES & SEAMAN

By



Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Northwest Savings Bank

Date: December 10, 2007

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

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

**\*RETURN DOCUMENT TO:**

JEFFREY S DUBOIS  
190 WEST PARK AVE, SUITE 5  
DUBOIS, PA 15801

Instrument Number - 200321105

Recorded On 11/17/2003 At 3:56:01 PM

\* Instrument Type - MORTGAGE

\* Total Pages - 9

Invoice Number - 101435

\* Mortgagor - FINLEY, GLENN L

\* Mortgagee - CSB BANK

\* Customer - DUBOIS, JEFFREY S

**\* FEES**

RECORDING FEES -	\$21.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
TOTAL	\$36.50

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



Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

**RECORDATION REQUESTED BY:**

CSB BANK  
DuBois Office  
P.O. Box 465  
DuBois, PA 15801

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE  
THIS IS A PURCHASE MONEY MORTGAGE**

**THIS MORTGAGE** dated November 20, 2003, is made and executed between Glenn L. Finley and Amadeus M. Finley, whose address is 713 Treasure Lake, DuBois, PA 15801 (referred to below as "Grantor") and CSB BANK, whose address is P.O. Box 465, DuBois, PA 15801 (referred to below as "Lender").

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

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

The Real Property or its address is commonly known as 349 DuBois Street, DuBois, PA 15801.

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

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$375,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PURCHASE MONEY MORTGAGE.** If any of the debt secured by this Mortgage is lent to Grantor to acquire title to the Real Property, this Mortgage shall be a purchase money mortgage under 42 P.S. Section 8141.

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

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and

waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

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

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

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

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

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

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

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

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

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

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

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts

past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

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

**Deficiency Judgment.** Lender may seek a deficiency judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the



provisions of this Mortgage.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

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

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Glenn L. Finley and Amadeus M. Finley and includes all co-signers and co-makers signing the Note.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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

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

**Grantor.** The word "Grantor" means Glenn L. Finley and Amadeus M. Finley.

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

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means CSB BANK, its successors and assigns.

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

**Note.** The word "Note" means the promissory note dated November 20, 2003, in the original principal amount of \$375,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is November 20, 2018. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments,

agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

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

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

GRANTOR:

X Glenn L. Finley (Seal)  
Glenn L. Finley, Individually

X Amadeus M. Finley (Seal)  
Amadeus M. Finley, Individually

### CERTIFICATE OF RESIDENCE

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

DuBois Office, P.O. Box 465, DuBois, PA 15801

[Signature]  
Attorney or Agent for Mortgagee

### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

)  
) SS  
)

On this, the 17<sup>th</sup> day of November, 20 03, before me

(or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notarial Seal  
Eleanor Haky, Notary Public  
DuBois, Clearfield County  
My Commission Expires Mar 24 2004

[Signature]  
Notary Public in and for the State of Pennsylvania

EXHIBIT "A"

**ALL** that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on DuBois Street in said City, at an intersection of an alley leading Southerly from said DuBois Street past the Atlantic Oil Company property to Sandy Lick Creek; thence along DuBois Street Easterly 200 feet, more or less, to the middle of the channel of Sandy Lick Creek, as it existed approximately on September 30, 1910, since having been changed; thence along the Southern line of said creek channel, across the Westerly boundary of the land herein described and the Northerly boundary of the land herein described to the intersection of the present Sandy Lick Creek bank with the alley aforesaid Easterly of the Atlantic Oil Company property; thence along said alley Southwesterly 390 feet, more or less, to a point in DuBois Street, the place of beginning.

The above premises are further described by a survey of Yost Associates, Inc., Engineer., dated February 19, 1962 whereby the premises are described as follows:

BEGINNING at an iron pipe, said iron pipe being North 79 degrees 14 minutes East 259.42 feet from the intersection of the Easterly right of way line of the B&O Railroad and the Northerly line of DuBois Street; thence along the Easterly line of a 20 foot alley, North 9 degrees 15 minutes West 438.54 feet to a spike in the Southerly bank of Sandy Lick Creek Channel; thence by the Southerly bank of said Creek Channel the following courses and distances - North 80 degrees 10 minutes East 97.69 feet to a spike; thence South 84 degrees 39 minutes East 85.93 feet to a spike; thence South 65 degrees 41 minutes East 91.40 feet to a spike; thence South 50 degrees 36 minutes East 85.38 feet to a spike; thence by land of the City of DuBois, South 22 degrees 07 minutes West 29.8 feet to an iron pin; thence by line of other land of H. F. Portzer the following courses and distances - South 22 degrees 07 minutes West 87.15 feet to an iron pipe; thence South 15 degrees 29 minutes West 49.3 feet to an iron pipe; thence South 0 degrees 10 minutes East 150.34 feet to an iron pipe in the Northerly line of DuBois Street; thence by said DuBois Street, South 79 degrees 14 minutes West 214.61 feet to an iron pipe the place of beginning.

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# PROMISSORY NOTE

Ch

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$375,000.00	11-20-2003	11-20-2018	503864			050	

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

**Borrower:** Glenn L. Finley  
Amadeus M. Finley  
713 Treasure Lake  
DuBois, PA 15801

**Lender:** CSB BANK  
DuBois Office  
P.O. Box 465  
DuBois, PA 15801

**Principal Amount: \$375,000.00**

**Date of Note: November 20, 2003**

**PROMISE TO PAY.** Glenn L. Finley and Amadeus M. Finley ("Borrower") jointly and severally promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Seventy-five Thousand & 00/100 Dollars (\$375,000.00), together with interest on the unpaid principal balance from November 20, 2003, until paid in full. The interest rate will not increase above 10.950%.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule: 36 monthly consecutive principal and interest payments in the initial amount of \$3,171.83 each, beginning December 20, 2003, with interest calculated on the unpaid principal balances at an interest rate of 5.950% per annum; 143 monthly consecutive principal and interest payments in the initial amount of \$3,180.35 each, beginning December 20, 2006, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Published Prime Rate (currently 4.000%), plus a margin of 2.000 percentage points, resulting in an initial interest rate of 6.000%; and one principal and interest payment of \$3,181.36 on November 20, 2018, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Published Prime Rate (currently 4.000%), plus a margin of 2.000 percentage points, resulting in an initial interest rate of 6.000%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Published Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year, following the initial three years. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 4.000% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-terminating payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. NOTICE: Under no circumstances will the interest rate on this Note be less than 5.950% per annum or more than (except for any higher default rate shown below) the lesser of 10.950% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$5.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, DuBois Office, P.O. Box 465, DuBois, PA 15801.

**LATE CHARGE.** If a payment is 16 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$999.99, whichever is less.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note by 4.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**PROMISSORY NOTE  
(Continued)**

Loan No: 503864

Page 2

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

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

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

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

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**PROPERTY TAX RECEIPT PROVISION.** Annual submission of paid property tax receipts on the subject commercial property is required. Real estate taxes and insurance escrow will not be required except in the event of default.

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

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: CSB BANK, DuBois Office, P.O. Box 465, DuBois, PA 15801

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

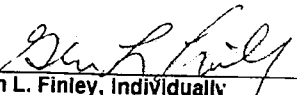
**PROMISSORY NOTE  
(Continued)**


PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

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

BORROWER:

X  (Seal)  
Glenn L. Finley, Individually

X  (Seal)  
Amadeus M. Finley, Individually



Where people make the difference.

100 LIBERTY STREET - P. O. BOX 128 - WARREN, PENNSYLVANIA 16365 - (814) 728-7566  
FAX: (814) 728-7713

October 5, 2007

Glenn L. Finley  
Amadeus M. Finley  
713 Treasure Lake  
DuBois, PA 15801

Re: Loan Default Account 2875002475

Dear Mr. & Mrs. Finley:

This notice is to inform you that your loan between CSB Bank recently acquired by Northwest Saving Bank and yourself is in default under the events of default paragraph in the mortgage recorded on November 17, 2003 in Clearfield County, in the State of Pennsylvania, securing properties located at 713 Treasure Lake, DuBois, PA 15801 and 349 DuBois Street, DuBois, PA 15801.

As of October 5, 2007, the following is due and payable:

	Principal	Interest	Total
June 30, 2007	\$2,420.09	\$256.80	\$2,676.89
July 30, 2007	\$1,094.34	\$2,871.32	\$3,965.66
August 30, 2007	\$0.00	\$3,965.66	\$3,965.66
September 30, 2007	\$0.00	\$3,965.66	\$3,965.66
Late Fees			\$1,943.11
Total	\$3,514.43	\$11,059.44	\$16,516.98

If the above amount is not paid in full within thirty (30) days or by November 5, 2007, the entire unpaid balance of said loan, and all other sums owed pursuant to your Note and Mortgage will become immediately due and payable. If you fail to cure the default, Northwest will without further notice to you, enact the assignment of rents, foreclose by judicial proceedings and sell the mortgaged property.

Payment should be directed to my attention, by either Money Order or Certified Funds:

Northwest Savings Bank  
100 Liberty Street  
Drawer 128  
Warren, PA 16365  
Attn: Christina Hebner, Workout Specialist

7006 2760 0000 4234 1422

- Glenn

- Amadeus

EXHIBIT "D" - 3 pages

Northwest Direct: 1-877-672-5678

7006 2760 0000 4234 1439

www.northwestsavingsbank.com

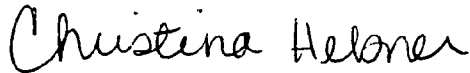


If you have any questions please feel free to contact me at 814/728-7688 Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m.

This Letter is not intended to be a waiver of any rights, remedies or recourse available to the Bank, nor an election of remedies arising as a result of the default, which may now or hereafter exist with the Loan Documents. The collection of interest or receipt of partial payments by the Bank (that is payments for less than the total amount due in accordance with the terms of the Loan Documents) shall not constitute a waiver of the default under the Loan Documents or of any other rights under the Loan Documents.

Other defaults may exist under other loans between you and Northwest Savings Bank. This letter is not intended to, and should not be considered to be, an agreement by Northwest to forbear from exercising its rights at law or in equity with regards to this or any other loan with you. Northwest reserves all of its rights in law and equity.

Respectfully,

A handwritten signature in cursive script that reads "Christina Hebner".

Christina Hebner  
Credit Workout Specialist

**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.

Article Addressed to:

Glenn L. Finley  
713 Treasure Lake  
Dubois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature <i>X Mr. Glenn Finley</i>		Agent <input checked="" type="checkbox"/> Addressee <input type="checkbox"/>
B. Received by (Printed Name) <i>Glenn Finley</i>	C. Date of Delivery <i>10-13-07</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:		

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	

Article Number  
(Transfer from service label) *7000 2700 0000 4234 1422*



# NORTHWEST SAVINGS BANK

Where people make the difference.

100 LIBERTY STREET - P. O. BOX 128 - WARREN, PENNSYLVANIA 16365 - (814) 728-7566  
FAX: (814) 728-7713

October 5, 2007

Glenn L. Finley  
Amadeus M. Finley  
713 Treasure Lake  
DuBois, PA 15801

Re: Loan Default Account 2875002475

Dear Mr. & Mrs. Finley:

This notice is to inform you that your loan between CSB Bank recently acquired by Northwest Saving Bank and yourself is in default under the events of default paragraph in the mortgage recorded on November 17, 2003 in Clearfield County, in the State of Pennsylvania, securing properties located at 713 Treasure Lake, DuBois, PA 15801 and 349 DuBois Street, DuBois, PA 15801.

As of October 5, 2007, the following is due and payable:

	Principal	Interest	Total
June 30, 2007	\$2,420.09	\$256.80	\$2,676.89
July 30, 2007	\$1,094.34	\$2,871.32	\$3,965.66
August 30, 2007	\$0.00	\$3,965.66	\$3,965.66
September 30, 2007	\$0.00	\$3,965.66	\$3,965.66
Late Fees			\$1,943.11
Total	\$3,514.43	\$11,059.44	\$16,516.98

If the above amount is not paid in full within thirty (30) days or by November 5, 2007, the entire unpaid balance of said loan, and all other sums owed pursuant to your Note and Mortgage will become immediately due and payable. If you fail to cure the default, Northwest will without further notice to you, enact the assignment of rents, foreclose by judicial proceedings and sell the mortgaged property.

Payment should be directed to my attention, by either Money Order or Certified Funds:

Northwest Savings Bank  
100 Liberty Street  
Drawer 128  
Warren, PA 16365  
Attn: Christina Hebner, Workout Specialist

7006 2760 0000 4234 1422

Northwest Direct: 1-877-672-5678

EXHIBIT "E" -3pages

7006 2760 0000 4234 1439

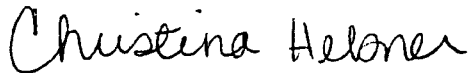
www.northwestsavingsbank.com

If you have any questions please feel free to contact me at 814/728-7688 Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m.

This Letter is not intended to be a waiver of any rights, remedies or recourse available to the Bank, nor an election of remedies arising as a result of the default, which may now or hereafter exist with the Loan Documents. The collection of interest or receipt of partial payments by the Bank (that is payments for less than the total amount due in accordance with the terms of the Loan Documents) shall not constitute a waiver of the default under the Loan Documents or of any other rights under the Loan Documents.

Other defaults may exist under other loans between you and Northwest Savings Bank. This letter is not intended to, and should not be considered to be, an agreement by Northwest to forbear from exercising its rights at law or in equity with regards to this or any other loan with you. Northwest reserves all of its rights in law and equity.

Respectfully,

A handwritten signature in cursive script that reads "Christina Hebner".

Christina Hebner  
Credit Workout Specialist

**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:

Amodeus M. Finley  
713 Treasure Lake  
DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
☒ *Amodeus M. Finley* Agent  
☐ *Amodeus Finley* Addressee

B. Received by (Printed Name) C. Date of Delivery  
*Amodeus Finley* 10-13-0

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

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

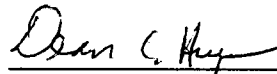
(Transfer from service label)

7060 2760 0000 4234 1439

PS Form 3811, Edition 1004

VERIFICATION

I, DEAN C. HUYA, Vice President/Credit Review, of NORTHWEST SAVINGS BANK, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



---

Dean C. Huya,  
Vice President/Credit Review,  
NORTHWEST SAVINGS BANK

Date: December 10, 2007

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
Acquisition, to CSB BANK,  
Plaintiff

Vs.

GLENN L. FINLEY and AMADEUS M.  
FINLEY,  
Defendants

: No. 07-2024-CD  
:  
: Type of Pleading:  
:  
: **PRAECIPE FOR ENTRY OF**  
: **APPEARANCE**  
:  
: Filed on Behalf of:  
: DEFENDANTS  
:  
: Counsel of Record for This Party:  
:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 190 West Park Avenue, Suite #5  
: DuBois, PA 15801

ICC  
01/11/2024  
JAN 11 2024  
Atty DuBois  
(GC)

William A. Shaw  
Prothonotary/Clerk of Court

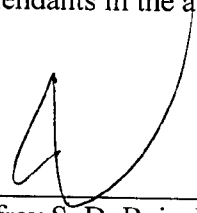
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

NORTHWEST SAVINGS BANK,	:	No. 07-2024-CD
Successor in Interest, by merger and	:	
Acquisition, to CSB BANK,	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
GLENN L. FINLEY and AMADEUS M.	:	
FINLEY,	:	
Defendants	:	

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendants in the above captioned matter.

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite #5  
DuBois, PA 15801



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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
Acquisition, to CSB BANK,  
Plaintiff

Vs.

GLENN L. FINLEY and AMADEUS M.  
FINLEY,  
Defendants

No. 07-2024-CD

Type of Pleading:

**DEFENDANTS ANSWER TO  
PLAINTIFFS COMPLAINT IN  
MORTGAGE FORECLOSURE**

Filed on Behalf of:  
DEFENDANTS

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

01/11/2024  
JAN 11 2024  
William A. Shaw  
Prothonotary/Clerk of Courts  
JCC  
Atty DuBois  
CR

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

NORTHWEST SAVINGS BANK,	:	No. 07-2024-CD
Successor in Interest, by merger and	:	
Acquisition, to CSB BANK,	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
GLENN L. FINLEY and AMADEUS M.	:	
FINLEY,	:	
Defendants	:	

**DEFENDANTS ANSWER TO PLAINTIFFS  
COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, come the Defendants, GLENN L. FINLEY and AMADEUS M. FINLEY, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Answer to Plaintiffs Complaint in Mortgage Foreclosure, and in support thereof avers the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. No averment is necessary as there is no factual averment plead by Plaintiff.

By way of further answer, Defendants deny that Plaintiffs have the right to foreclose on their properties.

5. Admitted.
6. Admitted.
7. Denied. Said documents speaks for itself and must be read in its entirety.

8. Denied. It is denied that the mortgage is in serious default. While Defendants admit that some payments were not made in the calendar year 2007, this was with the knowledge of representatives of Plaintiffs, and successors interests therein, as Defendants and persons on behalf of Defendants, have been in contact with representatives of Plaintiffs to inform them of their financial situation, and said representatives have informed Defendants that they understand the situation and would work with them. At no time did said representatives give any indication to Defendants that this would cause a foreclosure to occur.

9. See response to paragraph eight (8) herein.

10. It is admitted that said letter was sent on or about October 5, 2007. By way of further answer, see answer to paragraph eight (8) herein. Moreover, based on the conversations with said representatives, Defendants were made to believe that no foreclosure would be filed.

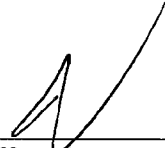
11. It is admitted that the letter was sent to said Defendant on or about October 5, 2007. By way of further answer, see answer to paragraph eight (8) herein.

12. It is admitted that there is some amount due by Defendants to Plaintiffs, but as set forth herein, Defendants have been in constant contact with Plaintiffs concerning repayment of the same.

13. Defendants are without full knowledge as to the truth of falsity of the averments set forth in Plaintiffs paragraph fourteen (13), and therefore the same is denied and strict proof is demanded at Trial.

WHEREFORE, Defendants respectfully request this Honorable Court to dismiss  
Plaintiffs Complaint in Mortgage Foreclosure.

Respectfully submitted,



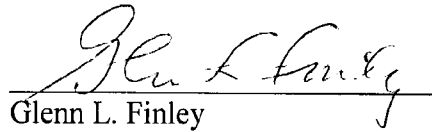
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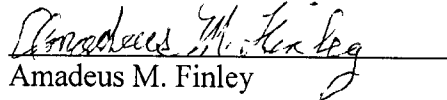
Jeffrey S. DuBois, Esquire  
Attorney for Defendants

**VERIFICATION**

We, GLENN L. FINLEY and AMADEUS M. FINLEY, verify that the statements in the foregoing Pleading are true and correct to the best of our knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if we make knowingly false averments, we may be subject to criminal penalties.

  
Glenn L. Finley

  
Amadeus M. Finley


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

NORTHWEST SAVINGS BANK,	:	No. 07-2024-CD
Successor in Interest, by merger and	:	
Acquisition, to CSB BANK,	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
GLENN L. FINLEY and AMADEUS M.	:	
FINLEY,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 14 day of January, 2008, I served a true and correct copy of the within Answer to Plaintiffs Complaint in Mortgage Foreclosure by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois  
Attorney for Plaintiff

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by  
merger and acquisition,  
to CSB BANK, Plaintiff

vs.

GLENN L. FINLEY and  
AMADEUS M. FINLEY,  
Defendants

No. 07-2024 -CD (Mortgage Foreclosure)

Type of Case: Civil Action

Type of Pleading: Motion for  
Summary Judgment

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

01/24/2024  
FEB 25 2024  
William A. Shaw  
Prothonotary/Clerk of Courts  
2cc  
Atty Gates

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

NORTHWEST SAVINGS BANK, Successor in  
Interest, by merger and acquisition, to  
CSB BANK, Plaintiff

-vs-

GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

No. 07 -2024 - CD

IN MORTGAGE FORECLOSURE

ORDER

NOW, this 26 day of Feb, 2008, upon consideration of the  
attached Motion, a Rule is hereby issued upon Defendants, Glenn L. Finley and Amadeus  
M. Finley, to Show Cause why the Motion should not be granted. Rule Returnable the  
27 day of March, 2008, for filing written response.

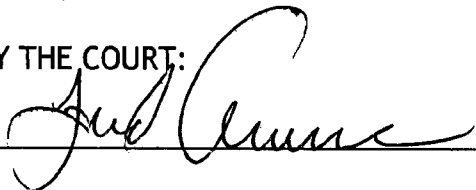
**NOTICE**

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH  
TO DEFEND AGAINST EH CLAIMS SET FORTH IN THE FOLLOWING MOTION BY  
ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING  
IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER  
SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE  
CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST  
YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY  
THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOUR 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 LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

BY THE COURT:



William A. Shaw  
Prothonotary/Clerk of Courts  
2cc Atty Gates

44-00321  
FEB 26 2008



11-25-11

William A. Davis: abuelo  
Prothonotary/Clerk

☒ You are responsible for serving all appropriate parties.  
\_\_\_\_ The Prothonotary's office has provided service to the following parties:  
\_\_\_\_ Plaintiff(s) \_\_\_\_\_ Plaintiff(s) Attorney \_\_\_\_\_ Other  
\_\_\_\_ Defendant(s) \_\_\_\_\_ Defendant(s) Attorney  
\_\_\_\_ Special Instructions:

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

NORTHWEST SAVINGS BANK, Successor in	:	
Interest, by merger and acquisition, to	:	
CSB BANK,	:	No. 07 -2024 - CD
Plaintiff	:	
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2008, upon consideration of the foregoing Motion, it is hereby ordered that:

- (1) a Rule is issued upon the Respondents to show cause why the moving party is not entitled to the relief requested;
- (2) The Respondents shall file an answer to the Motion within \_\_\_\_ days of this date;
- (3) The Motion shall be decided under Pa.R.C.P. 206.7;
- (4) Depositions and all other discovery shall be completed within \_\_\_\_ days of this date;
- (5) Argument shall be held on the \_\_\_\_ day of \_\_\_\_\_, 2008, at \_\_\_\_ o'clock \_\_\_\_ .M. in Courtroom No. \_\_\_\_ of the Clearfield County Courthouse; and
- (6) Notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT:

\_\_\_\_\_

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

NORTHWEST SAVINGS BANK, Successor in	:	
Interest, by merger and acquisition, to	:	
CSB BANK, Plaintiff	:	No. 07 -2024 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

**MOTION FOR SUMMARY JUDGMENT PURSUANT TO PA. R.C.P.\$1035.2**

NOW COMES, Plaintiff, Northwest Savings Bank, Successor in Interest, by merger and acquisition, to CSB Bank (hereafter "Plaintiff"), by its attorneys, Gates & Seaman, and files the following Motion for Summary Judgment Pursuant to Pa. R.C.P. §1035.2 and in support thereof avers the following:

1. Plaintiff commenced the above captioned action by filing a Complaint in Mortgage Foreclosure (hereinafter "Complaint") on December 12, 2007. In its Complaint, Plaintiff alleged Defendants, Glenn L. Finley and Amadeus M. Finley, his wife, (hereinafter "Defendants") are in default under the terms of both a Promissory Note and Purchase Money Mortgage, both dated November 20, 2003, given in favor of Plaintiff's predecessor in interest, CSB Bank, in the original principal amount of \$375,000.00 (hereafter "Note") and the Mortgage securing said Note on real property, with improvements thereon, situate in the City of DuBois, Clearfield County, Pennsylvania having a situs address of 349 DuBois Street, DuBois, Pennsylvania 15801 (hereafter "Premises").

2. Said Purchase Money Mortgage (hereafter "Mortgage") is recorded in the

Office of Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 200321105. A photocopy of said Mortgage is attached to the Complaint as Exhibit "A".

3. Defendants filed their Answer to Plaintiff's Complaint on or about January 15, 2008 (hereinafter "Answer").

4. In their Answer, Defendants failed to comply with Pennsylvania Rule of Civil Procedure No. 1029(a) as they have failed to admit or deny every averment of fact in the Complaint.

5. Pa.R.C.P.1029(b) states: "Averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication. A general denial or demand for proof...shall have the effect of an admission."

6. In their Answer, Defendants in Paragraph 8 thereof although admitting some regular monthly mortgage payments were not made during 2007 otherwise allege they have been in conduct with representatives of Plaintiff to inform them of their financial situation and they in turn were informed that Plaintiff understands the situation and will work with them.

7. Defendants also failed to deny averments made in Paragraphs 10 and 11 of Plaintiff's Complaint which provides that a loan default letter (Exhibit "D" to Complaint) sent to them and received by them sets forth the specifics of Defendants' non-payment and delinquencies under the aforementioned Note and Mortgage and further provides that if the stated arrearages were not brought current

by November 5, 2007, the entire unpaid balance of said Note and Mortgage would become immediately due and payable and it was the Bank's intention to foreclose by judicial proceedings and sell the mortgaged real estate.

8. Furthermore, in their response to Paragraph 13 of Plaintiff's Complaint which set forth specifically the total amount of the outstanding principal balance, accrued interest, late fees and attorney fees then due under the aforementioned Note and Mortgage, Defendants only reply was they are without full knowledge of the truth or falsity regarding the amounts set forth therein.

9. By either admission or failing to specifically deny Plaintiffs allegations in its Complaint, Defendants have effectively admitted the following relevant material facts:

(a) The identify and standing of the parties (Complaint at Paragraph 1, 2 and 3).

(b) The existence of the Promissory Note and Mortgage of November 20, 2003, including the terms contained therein, the identify of the real estate subject to said Mortgage and that Defendants executed said Note and Mortgage (Complaint at Paragraphs 4, 5 and 6 and Exhibit "A" thereto);

(c) Both the Note and Mortgage set forth Mortgagee/Lender may accelerate borrowers' repayment of all outstanding principal and accrued interest in the case borrowers commit an "event of default" set forth in the aforementioned Mortgage and Note which specifically includes borrower's failure to make any payment when due under the Note (Complaint at Paragraph 7);

(d) Mortgage is in serious default as Defendants have failed to make the monthly payments due under the Note for the months of June through November, 2007. (Complaint at Paragraph 8);

(e) Defendants are also in default under the terms of the Mortgage since they have failed to pay the annual real estate taxes for 2006, all of which remain delinquent as of September 24, 2007. (Complaint at Paragraph 9);

(f) That the default letters, dated October 5, 2007, sent to both Defendants provide that if all arrearages set forth therein were not paid within thirty (30) days of said letter, then the entire unpaid balance on the Promissory Note, including all outstanding principal and interest would become immediately due and payable. (Complaint at Paragraph 10 and 11);

(g) Despite Plaintiff's payment demand as set forth in its loan default letter of October 5, 2007, Defendants have failed to cure said arrearages or to pay any additional sums towards Note secured by the Mortgage. (Complaint at Paragraph 12); and

(h) The amount due under the Note (i.e. principal balance, accrued interest through 11/20/07, accrued late fees through 11/20/07 and reasonable attorney fees) was, the sum of \$341,830.47 (Complaint at Paragraph 13).

10. Generally, Defendants' Answer does not deny Defendants' being delinquent or otherwise having failed to pay Plaintiff the monthly mortgage payments due, and they are otherwise in default under the terms of the Mortgage as they have failed to pay the 2006 real estate taxes on the real estate subject to the

Mortgage.

11. To further support the averments set forth in its Complaint, Plaintiff contemporaneously herewith has filed a sworn Affidavit, which is attached hereto as Exhibit "A" and incorporated by reference. In said Affidavit authorized representatives of Plaintiff certify Defendants are in default under the terms of the Note and Mortgage, and further certify the amount presently due and owing Plaintiff. The testimony contained in the Affidavit is based on the "Basic Note Data" and "Note Payment History" (hereafter "Loan History") a business record of Plaintiff which is maintained during the normal course of Plaintiff's business and which shows between June 15, 2007 and the date of said Loan History (i.e. January 25, 2008), only three irregular payments totaling \$3,443.20 were received towards the Note when the regular monthly payments amounted to \$3,965.66.

12. To further support the averment in Plaintiff's Complaint that Defendants failed to pay the 2006 real estate taxes on the commercial realty subject to said Mortgage, Plaintiff is contemporaneously herewith filing a sworn Affidavit of Andrew P. Gates, Esquire as to the continuing delinquency of Defendants in failing to pay said delinquent 2006 real estate taxes. Said Affidavit is attached hereto and made a part hereof as Exhibit "B".

13. According to the Loan History, the amount due and owing, on the Note, by Defendants to Plaintiff is as follows, as of January 25, 2008:

Outstanding Principal Balance -	\$322,148.01
Interest Balance	\$ 21,453.53
Accrued Late Fees	\$ <u>2,731.78</u>
Total	\$ 346,333.32*

\*Plus interest on the principal sum of \$322,148.01 from 1/25/08, plus additional late charges, reasonable attorney fees and costs for foreclosure and sale of the mortgage premises

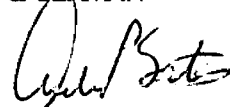
14. Defendants have failed to raise a genuine issue of material fact in their Answer and have failed to offer a viable defense to their default, therefore, pursuant to Pa. R.C.P. §1035.2, Plaintiff is entitled to Summary Judgment as a matter of law.

WHEREFORE, pursuant to Pa. R.C.P. §1035.2, Plaintiff respectfully requests this Honorable Court grant its Motion for Summary Judgment and enter Judgment in Mortgage Foreclosure in its favor and against Defendants, Glenn L. Finley and Amadeus M. Finley, in the total amount of \$346,333.32, plus interest from 1/25/08, additional late charges, reasonable attorney's fees and costs for the foreclosure and sale of the mortgaged premises.

Respectfully submitted,

GATES & SEAMAN

By:



Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Northwest Savings Bank

Date: February 25, 2008

Supreme Court No.: 36604

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



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

NORTHWEST SAVINGS BANK, Successor in	:	
Interest, by merger and acquisition, to	:	
CSB BANK, Plaintiff	:	No. 07 -2024 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

**AFFIDAVIT IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

WE, DEAN C. HUYA, Vice President of Credit Review of Northwest Savings Bank, and CHRISTINA HEBNER, Work Out Specialist for Northwest Savings Bank, being first duly sworn, say of their own personal knowledge, the following:

1. I, Dean C. Huya, am the Vice President of Credit Review of Northwest Savings Bank, Plaintiff in the above captioned action.
2. I, CHRISTINA HEBNER, am a Work Out Specialist working in the Commercial Collections Department, for Northwest Savings Bank, Plaintiff in the above captioned matter.
3. Since Northwest Savings Bank acquired CSB Bank (effective June 25, 2007), we have become familiar with all loan documentation concerning the November 20, 2003 Note and Mortgage referenced in Plaintiff's Complaint and are likewise familiar with the Defendants' payment history, as well as with all communications between Plaintiff and Defendants and/or their representatives.
4. The above captioned action was commenced by Northwest Savings Bank to foreclose upon a Mortgage, which Mortgage secured a Note executed by Defendants, Glenn L. Finley and Amadeus M. Finley, dated November 20, 2003, in the original

principal amount of \$375,000.00 ("Note"). A true and correct copy of said Note is attached as Exhibit "B" to Plaintiff's Complaint.

5. As security for payment of the aforesaid Note, Defendants executed two (2) Mortgages, also dated November 20, 2003, in the original principal amount of \$375,000.00, both of which were recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, (Mortgage One to Instrument No. 200321105, with Mortgage Two to Instrument No. 200321106, but rerecorded to correct a faulty metes and bounds description to Instrument No. 200601006). A true and correct copy of Mortgage One is attached as Exhibit "A" to Plaintiff's Complaint.

6. The "Loan History", consisting of Basic Note Data and Note Payment History with regard to payment of loan evidenced by the aforementioned Note and Mortgage upon which judgment is requested against Defendants is a record of Plaintiff maintained in the regular course of business and reflecting all payments made on the account, along with the corresponding balance, and accurately reflects the amount due and owing by Defendants. The Loan History reflects that Defendants' Mortgage with Plaintiff, as of January 25, 2008, is due for its July 30, 2007 installment making Defendants delinquent in excess of six months.

7. By reason of the foregoing facts, after allowing Defendants all proper deductions, credits and set offs, the sum of \$346,333.32 is due and owing by the Defendants to Plaintiff, as of January 25, 2008, and is computed as follows:

Principal	-	\$322,148.01
Interest through 1/25/08	-	\$ 21,453.53
Late Charges through 1/25/08	-	<u>\$ 2,731.78</u>
TOTAL		\$346,333.32*

\*plus interest on principal sum of \$322,148.01 from January 25, 2008, plus additional

late charges, reasonable attorney fees and costs of foreclosure and sale.

8. Photocopies of the Basic Note Data and Note Payment History for the Note are attached hereto, collectively, as Exhibit "1".

9. Although discussions were held by representatives of Northwest Saving Bank with Defendants' designated representative, their daughter-in-law, Tara Finley (hereafter "Agent"), no representations were made to said Agent that the Bank would not pursue Mortgage Foreclosure Proceedings versus the premises situate at 349 DuBois Street, DuBois, PA 15801. This is especially so since no payments toward said obligation which said Agent said would be made, have been made.

NORTHWEST SAVINGS BANK

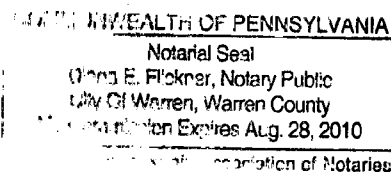
By:

Dean C. Huya  
Dean C. Huya

Christina Hebner  
Christina Hebner

Sworn to and subscribed before  
me this 15<sup>th</sup> day of February, 2008.

Diana E. Flickner



01-25-2008

14:32:36

## Note Inquiry

Next Display: 2

50-C705-1

## Basic Note Data

QPADEV00T4

Note number: 2875002475 - 01 01

Short name: FINLEY GLENN L

MEMO ACTIVE

## \*-----Customer Data-----\*

GLENN L FINLEY

AND AMADEUS M FINLEY

713 TREASURE LAKE

DU BOIS PA 15801

## \*-----Balance Data-----\*

Note amount: 375,000.00

Principal bal: 322,148.01

Interest bal: 21,453.53

P/O: 1-25-08 346,333.32

Avail for disb: .00

Contact/Title:

Tax ID: 178-30-2753

Home phone: 1403-750-4325

Business phone: 814-371-8262

Officer: HD2

## \*-----Interest Data-----\*

Int rate: P+ 2.0000 A 9.5000

Daily int factor: 85.011280

## \*-----Dates-----\*

Note date: 11-17-03

Last renewed: 6-29-07

Maturity date: 1-31-19

Last active: 10-26-07

Last paid installment: 6-30-07

Interest paid-to date: 10-19-07

## \*-----Next Payment Data-----\*

Next due date: 6-30-07

Next pmt amount: 1,676.89

Total past due amt: 28,113.53

## \*-----Sold Data-----\*

Percentage sold: .0000

Total sold: .00

F3=Exit F7=Print history F8=Participation inquiry F24=More keys

01/25/2008 15:41 8147287713

NWSB CREDIT REVIEW

PAGE 03

01-25-2008

Note Inquiry

Next Display: 10

50-0705-A  
QPADEV00T4

14:32:40

History

Note number: 2875002475 - 01

Short name: FINLEY GLENN L

Select date: (MMYYYY)

(X)	Post Dt	Eff Date	TC	Description	Amount	Acct Balance
	11-20-03	11-20-03	33	1ST DISBURSE	375000.00	.00
-	7-21-04	7-21-04	83	REG PMT-EFF DTE	185.94	.00
-	7-21-04	7-21-04	83	REG PMT-EFF DTE	3171.83	.00
-	7-21-04	7-21-04	83	REG PMT-EFF DTE	3171.83	.00
-	7-21-04	7-21-04	83	REG PMT-EFF DTE	3171.83	.00
-	7-21-04	7-21-04	83	REG PMT-EFF DTE	3171.83	.00
-	7-21-04	7-21-04	83	REG PMT-EFF DTE	3171.83	.00
-	7-21-04	7-21-04	83	REG PMT-EFF DTE	3171.83	.00
-	7-29-04	7-29-04	83	REG PMT-EFF DTE	3171.83	.00
-	8-17-04	8-17-04	83	REG PMT-EFF DTE	3171.83	.00
-	9-01-04	9-01-04	83	REG PMT-EFF DTE	3171.83	.00
-	9-29-04	9-29-04	83	REG PMT-EFF DTE	3171.83	.00
-	11-01-04	11-01-04	83	REG PMT-EFF DTE	3171.83	.00
-	12-01-04	12-01-04	83	REG PMT-EFF DTE	3171.83	.00 +

Select and press Enter for detail.

F3=Exit F7=Print history F8=Participation inquiry F10=Dealer inquiry  
F13=Inquiry window F15=Restart F16=Tickler inquiry F21=Escrow history

01/25/2008 15:41 8147287713

NWSB CREDIT REVIEW

PAGE 04

01-25-2008

Note Inquiry  
History

Next Display: 10

50-0705-A  
QPADEV00T4

14:32:40

Note number: 2875002475 - 01

Short name: FINLEY GLENN L

Select date: (MMYYYY)

(X)	Post Dt	Eff Date	TC	Description	Amount	Acct Balance
-	12-30-04	12-30-04	83	REG PMT-EFF DTE	3171.83	.00
-	1-31-05	1-31-05	83	REG PMT-EFF DTE	3171.83	.00
-	2-28-05	2-28-05	83	REG PMT-EFF DTE	3171.83	.00
-	3-30-05	3-30-05	83	REG PMT-EFF DTE	3171.83	.00
-	5-02-05	5-02-05	83	REG PMT-EFF DTE	3171.83	.00
-	6-01-05	6-01-05	83	REG PMT-EFF DTE	3171.83	.00
-	7-05-05	7-05-05	83	REG PMT-EFF DTE	3171.83	.00
-	8-02-05	8-02-05	83	REG PMT-EFF DTE	3171.83	.00
-	9-06-05	9-06-05	83	REG PMT-EFF DTE	3171.83	.00
-	10-03-05	10-03-05	83	REG PMT-EFF DTE	3171.83	.00
-	11-02-05	11-02-05	83	REG PMT-EFF DTE	3171.83	.00
-	12-01-05	12-01-05	83	REG PMT-EFF DTE	3171.83	.00
-	1-03-06	1-03-06	83	REG PMT-EFF DTE	3171.83	.00
-	2-02-06	2-02-06	83	REG PMT-EFF DTE	3171.83	.00 +

Select and press Enter for detail.

F3=Exit F7=Print history F8=Participation inquiry F10=Dealer inquiry  
F13=Inquiry window F15=Restart F16=Tickler inquiry F21=Escrow history

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**Note Inquiry  
History**

Next Display: 10

50-0705-A  
QPADEV00T4

14:32:40

Note number: 2875002475 - 01

Short name: FINLEY GLENN L

Select date: \_\_\_\_\_ (MMYYYY)

(X)	Post Dt	Eff Date	TC	Description	Amount	Acct Balance
	3-06-06	3-06-06	83	REG PMT-EFF DTE	3171.83	.00
-	4-03-06	4-03-06	83	REG PMT-EFF DTE	3171.83	.00
-	5-04-06	5-04-06	83	REG PMT-EFF DTE	3171.83	.00
-	6-05-06	6-05-06	85	LATE FEE ASSESS	158.59	.00
-	6-06-06	6-06-06	83	REG PMT-EFF DTE	3171.83	.00
-	7-05-06	7-05-06	85	LATE FEE ASSESS	158.59	.00
-	7-26-06	7-26-06	83	REG PMT-EFF DTE	3330.42	.00
-	8-04-06	8-04-06	85	LATE FEE ASSESS	158.59	.00
-	8-15-06	8-15-06	83	REG PMT-EFF DTE	3330.42	.00
-	9-14-06	9-14-06	85	LATE FEE ASSESS	158.59	.00
-	9-29-06	9-29-06	83	REG PMT-EFF DTE	3330.42	.00
-	10-16-06	10-16-06	85	LATE FEE ASSESS	158.59	.00
-	10-30-06	10-30-06	83	REG PMT-EFF DTE	3489.01	.00
-	11-14-06	11-14-06	85	LATE FEE ASSESS	158.59	.00 +

Select and press Enter for detail.

F3=Exit F7=Print history F8=Participation inquiry F10=Dealer inquiry  
F13=Inquiry window F15=Restart F16=Tickler inquiry F21=Escrow history

01/25/2008 15:41 8147287713

NWSB CREDIT REVIEW

PAGE 06

01-25-2008

Note Inquiry  
History

Next Display: 10

50-0705-A  
2PADEVJCT4

14:32:40

Note number: 2875002475 - 01

Short name: FINLEY GLENN L

Select date: (MMYYYY)

(X)	Post Dt	Eff Date	TC	Description	Amount	Acct Balance
-	11-15-06	11-15-06	83	REG PMT-EFF DTE	3171.83	.00
-	11-20-06	11-20-06	3	INT RATE CHANGE	.00	.00
-	12-15-06	12-15-06	85	LATE FEE ASSESS	198.28	.00
-	12-29-06	12-29-06	83	REG PMT-EFF DTE	3965.66	.00
-	1-16-07	1-16-07	85	LATE FEE ASSESS	198.28	.00
-	1-31-07	1-31-07	83	REG PMT-EFF DTE	3965.66	.00
-	2-15-07	2-15-07	85	LATE FEE ASSESS	198.28	.00
-	3-06-07	3-06-07	83	REG PMT-EFF DTE	3965.66	.00
-	3-15-07	3-15-07	85	LATE FEE ASSESS	198.28	.00
-	4-16-07	4-16-07	85	LATE FEE ASSESS	198.28	.00
-	5-10-07	5-10-07	83	REG PMT-EFF DTE	3965.66	.00
-	5-10-07	5-10-07	83	REG PMT-EFF DTE	2700.00	.00
-	6-15-07	6-15-07	85	LATE FEE ASSESS	198.28	.00
-	7-16-07	7-16-07	85	LATE FEE ASSESS	198.28	325311.30 +

Select and press Enter for detail.

F3=Exit F7=Print history F8=Participation inquiry F10=Dealer inquiry  
F13=Inquiry window F15=Restart F16=Tickler inquiry F21=Escrow history



01/25/2008 15:41 8147267713

NWSB CREDIT REVIEW

PAGE 87

01-25-2008

Note Inquiry  
History

Next Display: 10

50-0705-A  
QPADEV00T4

Note number: 2875002475 - 01

Short name: FINLEY GLENN L

Select date: (MMYYYY)

(X)	Post Dt	Eff Date	TC	Description	Amount	Acct Balance
-	7-30-07	4-30-07	4	PUT ON NON-ACCR	7415.40	325311.30
-	8-15-07	8-15-07	85	LATE FEE ASSESS	198.28	325311.30
-	8-20-07	5-10-07	37	PAYMT REVERSAL	2700.00	325311.30
-	8-20-07	5-10-07	81	IRREGULAR PMT	2700.00	324156.87
-	8-21-07	8-21-07	76	RENEWAL OF NOTE	.00	324156.87
-	8-21-07	8-21-07	83	REG PMT-EFF DTE	1265.66	322891.21
-	8-21-07	8-21-07	83	REG PMT-EFF DTE	1154.44	322891.21
-	8-21-07	8-21-07	87	RECOVERY	391.13	322891.21
-	8-21-07	8-21-07	81	IRREGULAR PMT	.00	322891.21
-	8-21-07	8-21-07	87	RECOVERY	1288.77	322891.21
-	9-17-07	9-17-07	85	LATE FEE ASSESS	198.28	322891.21
-	9-18-07	9-18-07	89	OUT OF NON-ACCR	11993.41	322891.21
-	9-19-07	9-19-07	3	INT RATE CHANGE	.00	322891.21
-	9-28-07	9-19-07	3	INT RATE CHANGE	.00	322891.21 +

Select and press Enter for detail.

F3=Exit F7=Print history F8=Participation inquiry F10=Dealer inquiry  
F13=Inquiry window F15=Restart F16=Tickler inquiry F21=Escrow history

01/25/2008 15:41 8147287713

NWSB CREDIT REVIEW

PAGE 08

01-25-2008

Note Inquiry

Next Display: 10

50-C705-A

14:32:40

History

QPADEV0CT4

Note number: 2875002475 - 01

Short name: FINLEY GLENN L

Select date: (MMYYYY)

(X)	Post Dt	Eff Date	TC	Description	Amount	Acct Balance
-	10-01-07	6-30-07	4	PUT ON NON-ACCR	11508.65	322891.21
-	10-15-07	10-15-07	85	LATE FEE ASSESS	198.28	322891.21
-	10-19-07	10-19-07	81	IRREGULAR PMT	243.20	322648.01
-	10-19-07	10-19-07	87	RECOVERY	256.80	322648.01
-	10-26-07	10-26-07	81	IRREGULAR PMT	500.00	322148.01
-	11-15-07	11-15-07	85	LATE FEE ASSESS	198.28	322148.01
-	11-20-07	11-20-07	3	INT RATE CHANGE	.00	322148.01
-	12-17-07	12-17-07	85	LATE FEE ASSESS	198.28	322148.01
-	1-15-08	1-15-08	85	LATE FEE ASSESS	193.83	322148.01

Select and press Enter for detail.

F3=Exit F7=Print history F8=Participation inquiry

F10=Dealer inquiry

F13=Inquiry window F15=Restart F16=Tickler inquiry

F21=Escrow history

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

NORTHWEST SAVINGS BANK, Successor in :  
Interest, by merger and acquisition, to :  
CSB BANK, Plaintiff : No. 07 -2024 - CD  
-vs- : IN MORTGAGE FORECLOSURE  
GLENN L. FINLEY and AMADEUS M. FINLEY, :  
Defendants :

**AFFIDAVIT IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

I, ANDREW P. GATES, ESQUIRE, have maintained a general practice of law in Clearfield, Pennsylvania since October, 1982, and am the attorney of record for Plaintiff, Northwest Savings Bank, in the above captioned matter.

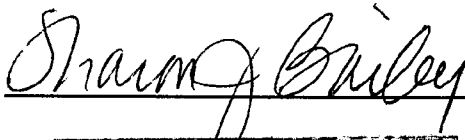
Attached hereto and made a part hereof as Exhibit "A" is a copy of the real estate tax delinquency I received from the Clearfield County Tax Claim Bureau on February 22, 2008 and which represents the unpaid 2006 and 2007 taxes due on the commercial real estate owned by Glenn L. Finley and Amadeus M. Finley, husband and wife, situate at 349 DuBois Street, DuBois, PA 15801.

The amount owed as of February 22, 2008 is the sum of \$13,648.44 and represents unpaid real estate taxes for calendar year 2006 and 2007.

All the above is based on my own personal knowledge or by virtue of the records obtained from the Clearfield County Tax Claim Bureau on the date above identified.

  
\_\_\_\_\_  
Andrew P. Gates

Sworn to and subscribed before  
me this 25th day of FEB., 2008.

  
\_\_\_\_\_

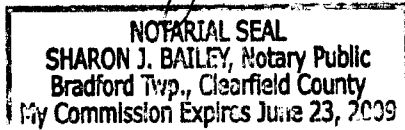


Exhibit "B"

Modify Header		Subsidiary Names		Pust A Receipt		Process Agreement	
Control # 00710598		Map # 007-000-01804		Reprocess for Tax Sale		Tax Claim Information	
<input type="checkbox"/> No Map <input type="checkbox"/> Bankrupt		<input type="checkbox"/> Repository		Property Desc BLDG. & 2 A 349 DUBOIS ST.		Assessment Office Information FINLEY, GLENN L & AMADEUS 713 TRF ASUPR LAKI DUBOIS PA	
				15801 0000		BLDG. & 2 A 349 DUBOIS ST.	
				15801 0000		15801 0000	

Claim #	County	District	School	Costs/Per/Acj	Interest	Totals	Remaining Balance	Agreement Information
1983-000405								
Returned	687.20	821.01	1002.51	16.00	319.31	4896.85		Date Due 0
Paid	607.20	821.83	3052.51			4896.85		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1984-000530								
Returned	808.79	821.83	3156.07	10.00	311.19	5100.60		Date Due 0
Paid	808.79	821.83	3156.87			5108.68		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1985-000501								
Returned	834.88	1004.45	2156.07	0.00	74.94	5071.14		Date Due 0
Paid	834.88	1004.45	3156.87			5354.43		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1986-000562								
Returned	834.88	1004.45	3114.68	22.50	519.12	5485.63		Date Due 0
Paid	834.88	1004.45	3104.68			5485.63		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1987-000525								
Returned	887.05	1004.45	3365.58	19.00	551.99	5628.07		Date Due 0
Paid	887.05	1004.45	3365.58			5628.08		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1908-000616								
Returned	887.05	1056.64	3793.02	19.00	601.31	6347.02		Date Due 0
Paid	887.05	1056.64	3793.02			6347.02		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1989-000540								
Returned	542.98	765.12	2616.22	24.00	412.05	4360.30		Date Due 0
Paid	542.98	765.12	2616.22			4360.38		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1990-000606								
Returned	542.98	839.17	2616.22	20.00	389.84	4408.22		Date Due 0
Paid	542.98	839.17	2616.22			4408.22		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1991-000608								
Returned	0.00	0.00	2616.22	25.00	274.70	2915.92		Date Due 0
Paid	0.00	0.00	2616.22			2915.92		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1993-000505								
Returned	542.98	1019.37	0.00	20.00	46.87	1629.23		Date Due 0
Paid	542.98	1019.37	0.00			1629.23		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
1999-000715								
Returned	740.44	1104.65	3987.50	20.00	656.16	6508.75		Date Due 0
Paid	740.44	1104.65	3987.50			6508.75		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	
2000-000636								
Returned	740.44	1129.02	3907.50	20.00	658.90	6535.86		Date Due 0
Paid	740.44	1129.02	3907.50			6535.86		Payment Due 0.00
Remaining	0.00	0.00	0.00				0.00	

2001-000726	Returned	740.44	1324.64	4220.99	20.00	141.44	6447.51		Date
	Paid	740.44	1324.64	4220.99	20.00	141.43	6447.50		Freq. Due
	Remaining	0.00	0.00	0.00	0.00	0.01		0.00	Payment Date
2002-000753	Returned	0.00	0.00	4220.99	45.00	506.52	4772.51		Date Due
	Paid	0.00	0.00	4220.99	45.00	506.52	4772.51		Freq. Due
	Remaining	0.00	0.00	0.00	0.00	0.00		0.00	Payment Date
2006-000773	Returned	1036.62	1368.55	4162.74	25.00	591.11	7184.02		Date Due
	Paid	0.00	0.00	0.00	0.00	0.00	0.00		Freq. Due
	Remaining	1036.62	1368.55	4162.74	25.00	591.11		7184.02	Payment Date
2007-000825	Returned	1036.62	1368.55	4044.27	15.00	0.00	6464.44		Date Due
	Paid	0.00	0.00	0.00	0.00	0.00	0.00		Freq. Due
	Remaining	1036.62	1368.55	4044.27	15.00	0.00		6464.44	Payment Date
View Receipt History								Total Remaining Balance	13648.46

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

NORTHWEST SAVINGS BANK, Successor in :  
Interest, by merger and acquisition, to :  
CSB BANK, Plaintiff : No. 07 -2024 - CD  
-vs- : IN MORTGAGE FORECLOSURE  
GLENN L. FINLEY and AMADEUS M. FINLEY, :  
Defendants :

**CERTIFICATE OF SERVICE**

I hereby certify that service was made on the 29<sup>th</sup> day of February, 2008, by  
mailing a certified copy of Plaintiff's Motion for Summary Judgment Pursuant to  
Pa.R.C.P. §1035.2, with attached Order dated February 26, 2008, by regular U. S.  
Mail, postage prepaid to Defendants' counsel as follows:

Jeffrey S. DuBois, Esquire  
210 McCracken Run Road  
DuBois, PA 15801

GATES & SEAMAN

BY: \_\_\_\_\_

  
Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Northwest Savings Bank

01/29/08  
FEB 2 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
NOCC

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by  
merger and acquisition,  
to CSB BANK, Plaintiff

vs.

GLENN L. FINLEY and  
AMADEUS M. FINLEY,  
Defendants

No. 07 - 2024 - CD

Type of Case: Civil Action

Type of Pleading: PRAECIPE

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

2ec  
013:04517 Amy Gates

A. P. Gates  
Clerk of Court

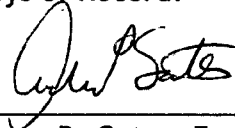
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK, Successor in	:	
Interest, by merger and acquisition, to	:	
CSB BANK, Plaintiff	:	No. 07 - 2024 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

**PRAECIPE**

TO WILLIAM A. SHAW, PROTHONOTARY:

Kindly enter of record the attached Stipulation agreed to by the parties as  
evidenced by the signatures of their Attorneys of Record.



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

Date: March 24, 2008.



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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by  
merger and acquisition,  
to CSB BANK, Plaintiff

vs.

GLENN L. FINLEY and  
 AMADEUS M. FINLEY,  
Defendants

No. 07 - 2024 - CD

Type of Case: Civil Action

Type of Pleading: Stipulation

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

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

NORTHWEST SAVINGS BANK, Successor in	:	
Interest, by merger and acquisition, to	:	
CSB BANK, Plaintiff	:	No. 07 - 2024 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

**STIPULATION**

It is hereby stipulated and agreed by and between NORTHWEST SAVINGS BANK, Plaintiff, and Defendants, GLENN L. FINLEY and AMADEUS M. FINLEY, as follows:

1. In exchange for Plaintiff, Northwest Savings Bank, forbearing from actively pursuing collection of rents from the tenants of Defendants' commercial building situate at 349 DuBois Street, DuBois, Pennsylvania 15801, Defendants, Glenn L. Finley and Amadeus M. Finley, agree to pay to Plaintiff, Northwest Savings Bank, by the 5<sup>th</sup> of every month, beginning April 5, 2008, the sum of \$3,000.00. All monthly payments are to be mailed to Northwest Savings Bank at 100 Liberty Avenue, P. O. Box 128, Warren, PA 16365, to the Attention of Christina Hebner, Credit Workout Specialist.

2. Should Defendants not pay the monthly amount set forth in Paragraph 1 hereof by the 5<sup>th</sup> of the month when said monthly payment is due, Plaintiff may then exercise all rights and privileges granted to it under the Assignment of Rents Agreement executed by the Defendants, dated November 20, 2003, and filed of record as Clearfield County Instrument No. 200321837.

3. Defendants understand and agree by virtue of the within Stipulation, Plaintiff, Northwest Savings Bank, is not waiving or releasing its right to pursue a final judgment in mortgage foreclosure in the above-captioned matter and that Plaintiff will still be proceeding with the within cause of action, including proceeding to final disposition of its recently filed Motion for Summary Judgment.

4. Furthermore, the parties hereto acknowledge the within Stipulation is not intended and does not otherwise preclude Plaintiff, Northwest Savings Bank, from pursuing any and all remedies it may have pursuant to the loan documents evidencing the underlying transaction, namely: (a) Promissory Note executed by the Defendants, dated November 20, 2003, in the principal amount of \$375,000.00 (attached to Plaintiff's Complaint as Exhibit "C"); (b) Purchase Money Mortgage, dated November 20, 2003, executed by Defendants and appearing of record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200321105 (a photocopy of which is attached to Plaintiff's Complaint as Exhibit "A"); and (c) Business Loan Agreement, dated November 20, 2003, executed by Defendants, Glenn L. Finley and Amadeus M. Finley.

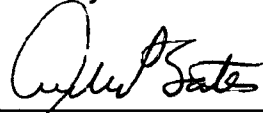
5. It is agreed that all monies received by Plaintiff from the Defendants pursuant to this Stipulation will be applied as set forth in the Promissory Note executed by the Defendants, Glenn L. Finley and Amadeus M. Finley, dated November 20, 2003 in the principal amount of \$375,000.00 (a photocopy of which is attached to Plaintiff's Complaint in Mortgage Foreclosure as Exhibit "C").

6. This Stipulation will remain in full force and effect until either: (i) the execution of a mutual written agreement by the parties hereto to terminate the

same, and/or (ii) Defendants, Glenn L. Finley and Amadeus M. Finley, are no longer the record title/owners of the commercial premises situate at 349 DuBois Street, DuBois, PA 15801.

Reviewed and agreed to by:


Date: 3/13/08

  
\_\_\_\_\_  
Andrew P. Gates, Esquire  
Two North Front Street, P. O. 846  
Clearfield, PA 16830  
Attorney for Plaintiff, Northwest Savings Bank

On Behalf of Defendants, Glenn L. Finley and  
Amadeus M. Finley

By:

Date: 3/18/08

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
210 McCracken Run Road  
DuBois, PA 15801  
Attorney for Defendants, Glenn L. Finley and  
Amadeus M. Finley

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

NORTHWEST SAVINGS BANK,	:	No. 07-2024-CD
Successor in Interest, by merger and	:	
Acquisition, to CSB BANK,	:	Type of Pleading:
Plaintiff	:	
	:	<b>DEFENDANTS ANSWER TO</b>
Vs.	:	<b>PLAINTIFFS MOTION FOR</b>
	:	<b>SUMMARY JUDGMENT</b>
GLENN L. FINLEY and AMADEUS M.	:	
FINLEY,	:	Filed on Behalf of:
Defendants	:	DEFENDANTS
	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	210 McCracken Run Road
	:	DuBois, PA 15801

3CC  
0110:25307 Atty DuBois  
(60)

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

NORTHWEST SAVINGS BANK,	:	No. 07-2024-CD
Successor in Interest, by merger and	:	
Acquisition, to CSB BANK,	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
GLENN L. FINLEY and AMADEUS M.	:	
FINLEY,	:	
Defendants	:	

**DEFENDANTS ANSWER TO PLAINTIFFS  
REQUEST FOR SUMMARY JUDGMENT**

AND NOW, come the Defendants, GLENN L. FINLEY and AMADEUS M. FINLEY, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Answer to Plaintiffs Request for Summary Judgment, and in support thereof avers the following:

1. Admitted. The reasons said for Defendants' nonpayment is set forth in their Answer to Plaintiff's Complaint.
2. Admitted.
3. Admitted.
4. Denied. Defendant did answer every question, and either admitted or denied each question, and in some gave further explanations.
5. No response pleading is required. By way of further answer, Defendant did either admit or deny every paragraph in their answer.

6. Defendants believe Plaintiff is referring to paragraph nine (9).

7. Plaintiffs Complaint references two (2) different properties, and the purpose of Defendant's answer in the paragraph was to show that they are current in payments on the property in Sandy Township, and therefore not in default. As such, a foreclosure action is improper.

8. Admitted. Such an answer is an acceptable answer under the Pennsylvania Civil Rule when all information is in the possession of one party and not the other.

9. Denied. It is denied that Defendant admitted any such facts, and on the contrary, Defendants effectively specifically denied, or by implication, all the facts in a –  
h.

10. Defendant's Answer adequately explains Defendant's position in this case and its reasons for non-payment.

11. Said Affidavit has no legal effect and does not address issues raised by the Defendant in their Answer and does not address disputed issues of facts in this case. By way of further answer, only the DuBois Street property is delinquent.

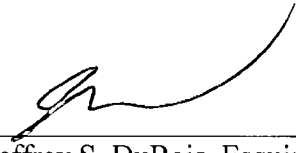
12. See answer to Paragraph 11 herein.

13. Defendants, as set forth, are unaware of the total monies owed, as well as fees Plaintiff may have added. Further, the account in default is significantly less as the sum set forth in Paragraph 13.

14. Denied. Defendant's have raised genuine issues of material fact and have offered a viable defense; therefore, Plaintiffs are not entitled to Summary Judgment.

WHEREFORE, Defendants respectfully request this Honorable Court to dismiss  
Plaintiffs Request for Summary Judgment.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendants



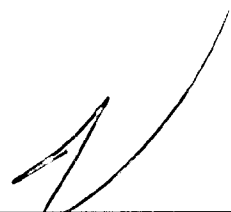
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

NORTHWEST SAVINGS BANK,	:	No. 07-2024-CD
Successor in Interest, by merger and	:	
Acquisition, to CSB BANK,	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
GLENN L. FINLEY and AMADEUS M.	:	
FINLEY,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 27<sup>th</sup> day of March, 2008, I served a true and correct copy of the within Defendants Answer to Plaintiffs Motion for Summary Judgment by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois  
Attorney for Plaintiff

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by  
merger and acquisition,  
to CSB BANK, Plaintiff

vs.

GLENN L. FINLEY and  
AMADEUS M. FINLEY,  
Defendants

No. 07 - 2024 - CD

Type of Case: Civil Action

Type of Pleading: PRAECIPE

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

FILED  
02:00 p.m. GK  
MAR 28 2008

ALL TO ATTY

William A. Shaw  
Prothonotary/Clerk of Courts

(GK)

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

NORTHWEST SAVINGS BANK, Successor in  
Interest, by merger and acquisition, to  
CSB BANK, Plaintiff

-vs-

GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

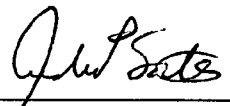
No. 07 - 2024 - CD

IN MORTGAGE FORECLOSURE

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Since Defendants have filed an Answer to Plaintiff's Motion for Summary  
Judgment, kindly direct the Court Administrator's Office to schedule Argument and a  
Briefing schedule on Plaintiff's Motion.

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

Date: March 28, 2008.

xc: Court Administrator's Office

FILED

MAR 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

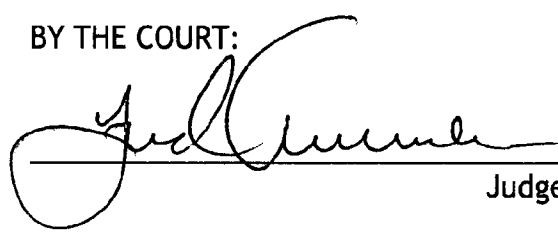
NORTHWEST SAVINGS BANK, Successor in	:	
Interest, by merger and acquisition, to	:	
CSB BANK, Plaintiff	:	No. 07 - 2024 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

ORDER

AND NOW, this 2<sup>nd</sup> day of April, 2008, upon consideration of Plaintiff's Motion for Summary Judgment and Defendants' Response thereto, IT IS HEREBY ORDERED THAT Argument shall be held on the 2<sup>nd</sup> day of May, 2008, at 11:00 o'clock A.m. in Courtroom No. 1 of the Clearfield County Courthouse.

Notice of the entry of this Order shall be provided by Plaintiff's Counsel to Defendant's Counsel.

BY THE COURT:

  
\_\_\_\_\_  
Judge

200  
01/11/2008  
Atty Gates  
CC

CLERK OF COURT

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

NORTHWEST SAVINGS BANK, Successor in :  
Interest, by merger and acquisition, to :  
CSB BANK, Plaintiff : No. 07 -2024 - CD  
:  
-vs- : IN MORTGAGE FORECLOSURE  
:  
GLENN L. FINLEY and AMADEUS M. FINLEY, :  
Defendants :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :  
:SS.  
COUNTY OF CLEARFIELD :

ANDREW P. GATES, the Attorney for Plaintiff, being duly sworn  
according to law, says that on Thursday, April 3, 2008, a certified copy of Scheduling  
Order for Argument on Plaintiff's Motion for Summary in the above matter, was sent  
by regular First-Class U. S. mail postage prepaid to Defendants' counsel as follows:

Jeffrey S. DuBois, Esquire  
210 McCracken Run Road  
DuBois, PA 15801.

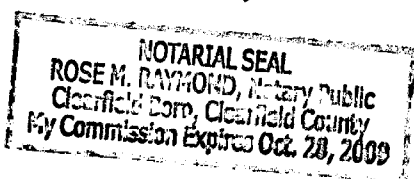
GATES & SEAMAN

By:



Andrew P. Gates, Esquire

Sworn to and subscribed before  
me this 3rd day of April, 2008.



FILED  
MTI:3704  
APR 04 2008  
No CC

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

APR 04 2008

William A. Shaw  
Prothonotary/Clerk of Court

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 103533  
NO: 07-2024-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK, Successor  
vs.  
DEFENDANT: GLENN L. FINLEY and AMADEUS M. FINLEY

**SHERIFF RETURN**

NOW, December 19, 2007 AT 11:07 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GLENN L. FINLEY DEFENDANT AT SEC. 8 LOT 12 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMADEUS M. FINLEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

0/3:10cm  
APR 18 2008  
William A. Shaw  
Prothonotary/Clerk of Courts



**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 103533  
NO: 07-2024-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK, Successor

vs.

DEFENDANT: GLENN L. FINLEY and AMADEUS M. FINLEY

**SHERIFF RETURN**

---

NOW, December 19, 2007 AT 11:07 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON AMADEUS M. FINLEY DEFENDANT AT SEC. 8 LOT 12 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMADEUS M. FINLEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103533  
NO: 07-2024-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK, Successor  
vs.  
DEFENDANT: GLENN L. FINLEY and AMADEUS M. FINLEY

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GATES	36584	20.00
SHERIFF HAWKINS	GATES	36584	42.84

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2018  
2007

So Answers,

  
by Mauly Hamn

Chester A. Hawkins  
Sheriff

CLERK OF COURTS  
JANUARY 18, 2000

APR 18 2000

William A. Shaw  
Prothonotary/Clerk of Courts

LA

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

NORTHWEST SAVINGS BANK,	}	
SUCCESSOR IN INTEREST, BY	}	
MERGER AND ACQUISITION TO	}	
CSB BANK,	}	
VS	}	NO. 07-2024-CD
GLENN L. FINLEY AND	}	
AMADEUS M. FINLEY	}	

O R D E R

NOW, this 2nd day of May, 2008, following Argument on Plaintiff's Motion for Summary Judgment; Plaintiff's counsel providing the Court with brief; it is the ORDER of this Court that Defendant's counsel submit appropriate brief within Fifteen (15) Days from this date.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

FILED  
01209/BN  
MAY 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

2cc Atty's:  
Dubois  
Gates

CD

11-11-11

MAY 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 5/5/08

\_\_\_\_ You are responsible for serving all appropriate parties.  
X The Prothonotary's office has provided service to the following parties:  
\_\_\_\_ Plaintiff(s) X Plaintiff(s) Attorney \_\_\_\_ Other  
\_\_\_\_ Defendant(s) X Defendant(s) Attorney  
\_\_\_\_ Special Instructions:

MAY 21 2008

0/3:30 (w) (6K)

William A. Shaw  
Prothonotary/Clerk of Courts

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

NO 9/C

NORTHWEST SAVINGS BANK, Successor in :  
Interest, by merger and acquisition, to :  
CSB BANK, Plaintiff : No. 07 -2024 - CD  
:  
-vs- : IN MORTGAGE FORECLOSURE  
:  
GLENN L. FINLEY and AMADEUS M. FINLEY, :  
Defendants :

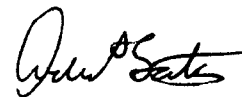
**SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF  
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

I, ANDREW P. GATES, ESQUIRE, have maintained a general practice of law in Clearfield, Pennsylvania since October, 1982, and am the attorney of record for Plaintiff, Northwest Savings Bank, in the above captioned matter.

Attached hereto and made a part hereof as Exhibit "A" is a copy of the real estate tax delinquency I received from the Clearfield County Tax Claim Bureau on May 1, 2008 and which represents the unpaid 2006 and 2007 taxes due on the commercial real estate owned by Glenn L. Finley and Amadeus M. Finley, husband and wife, situate at 349 DuBois Street, DuBois, PA 15801.

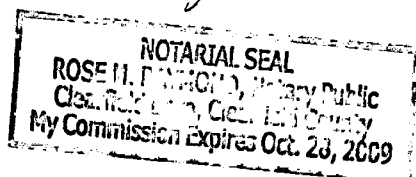
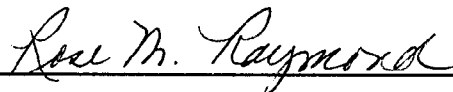
The amount owed as of May 1, 2008 is the sum of \$13,943.35 and represents unpaid real estate taxes for calendar year 2006 and 2007.

All the above is based on my own personal knowledge or by virtue of the records obtained from the Clearfield County Tax Claim Bureau on the date above identified.



Andrew P. Gates

Sworn to and subscribed before  
me this 2nd day of May, 2008.



Modify Header	Subsidiary Names	Post A Receipt	Process Agreement
---------------	------------------	----------------	-------------------

Tax Claim Information	Assessment Office Information
FINLEY, GLENN L & AMADEUS 713 TREASURE LAKE DUBOIS PA	FINLEY, GLENN L & AMADEUS 713 TREASURE LAKE DUBOIS PA

Control #	007105998	Map #	007 000 01804	Property Desc	BLDG. & 2 A 349 DUBOIS ST.	15801	0000	15801	0000
No Map		Reprocess for Tax Sale							
Bankrupt		Repository							

Claim #	County	District	School	Costs/Pen/Adj	Interest	Totals	Remaining Balance	Agreement Information
1983-000495	Returned	687.20	821.03	3052.51	16.00	319.31	4896.85	Date Freq Due 0
	Paid	687.20	821.83	3052.51	16.00	319.31	4896.85	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1984-000530	Returned	808.79	821.03	3156.87	10.00	311.19	5108.68	Date Freq Due 0
	Paid	808.79	821.83	3156.87	10.00	311.19	5108.68	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1985-000501	Returned	834.88	1004.45	3156.87	0.00	74.94	5071.14	Date Freq Due 0
	Paid	834.88	1004.45	3156.87	0.00	363.23	5359.43	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1986-000562	Returned	834.88	1004.45	3104.68	22.50	519.12	5485.63	Date Freq Due 0
	Paid	834.88	1004.45	3104.68	22.50	519.12	5485.63	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1987-000525	Returned	887.05	1004.45	3365.58	19.00	551.99	5828.07	Date Freq Due 0
	Paid	887.05	1004.45	3365.58	19.00	552.00	5828.08	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1988-000616	Returned	887.05	1056.64	3783.02	19.00	601.30	6347.01	Date Freq Due 0
	Paid	887.05	1056.64	3783.02	19.00	601.31	6347.02	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1989-000580	Returned	542.99	765.12	2616.22	24.00	412.05	4360.38	Date Freq Due 0
	Paid	542.99	765.12	2616.22	24.00	412.05	4360.38	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1990-000606	Returned	542.99	839.17	2616.22	20.00	389.84	4408.22	Date Freq Due 0
	Paid	542.99	839.17	2616.22	20.00	389.84	4408.22	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1991-000608	Returned	542.99	0.00	2616.22	25.00	274.70	2915.92	Date Freq Due 0
	Paid	542.99	0.00	2616.22	25.00	274.70	2915.92	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1993-000585	Returned	542.99	1019.37	0.00	20.00	46.87	1629.23	Date Freq Due 0
	Paid	542.99	1019.37	0.00	20.00	46.87	1629.23	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
1999-000715	Returned	740.44	1104.65	3987.50	20.00	656.17	6508.76	Date Freq Due 0
	Paid	740.44	1104.65	3987.50	20.00	656.16	6508.75	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		
2000-000696	Returned	740.44	1129.02	3987.50	20.00	658.91	6535.87	Date Freq Due 0
	Paid	740.44	1129.02	3987.50	20.00	658.90	6535.86	Payment 0.00
	Remaining	0.00	0.00	0.00	0.00	0.00		

2001-000726	Returned	740.44	1324.64	4220.99	20.00	141.44	6447.51	Date	Due
	Paid	740.44	1324.64	4220.99	20.00	141.43	6447.50	Freq.	
	Remaining	0.00	0.00	0.00	0.00	0.01		Payment	
2002-000753	Returned	0.00	0.00	4220.99	45.00	506.52	4772.51	Date	
	Paid	0.00	0.00	4220.99	45.00	506.52	4772.51	Freq.	
	Remaining	0.00	0.00	0.00	0.00	0.00		Payment	
2006-000773	Returned	1036.62	1368.55	4162.74	25.00	738.89	7331.80	Date	
	Paid	0.00	0.00	0.00	0.00	0.00	0.00	Freq.	
	Remaining	1036.62	1368.55	4162.74	25.00	738.89		Payment	
2007-000825	Returned	1036.62	1368.55	4044.27	17.00	145.11	6611.55	Date	
	Paid	0.00	0.00	0.00	0.00	0.00	0.00	Freq.	
	Remaining	1036.62	1368.55	4044.27	17.00	145.11		Payment	
Total Remaining Balance								13943.35	

05oct 5-1-08 NAC

[View Receipt History](#)



MAY 21 2008

013:3014

William A. Shaw  
Prothonotary/Clerk of Courts

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

Case No. 07-2024 -CD

Gates

DuBois

CL

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB BANK, Plaintiff

No. 07-2024 -CD

IN MORTGAGE FORECLOSURE

vs.

GLENN L. FINLEY and AMADEUS M.  
FINLEY,

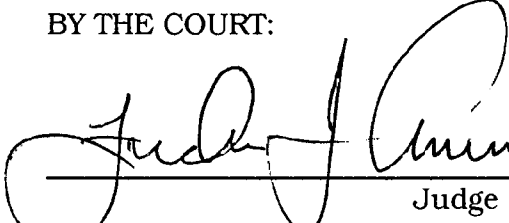
Defendants

**ORDER**

AND NOW, this 20<sup>th</sup> day of May, 2008, the above entitled matter having been heard by the Court on Motion of Plaintiff, Northwest Savings Bank, For Summary Judgment against Defendants, Glenn L. Finley and Amadeus M. Finley, pursuant to Pa. R.C.P. § 1035.2 et seq, and the Court having considered arguments of the attorneys for the respective parties and being of the opinion that the pleadings, and Defendants admissions in this action, together with the Affidavits submitted in support of Plaintiff's Motion, show that there is no genuine issue as to any material fact, and that Plaintiff has a right to such summary judgment as a matter of law, it is hereby the Order of this Court as follows:

1. Judgment be entered in mortgage foreclosure in favor of Plaintiff, Northwest Savings Bank, and against Defendants, Glenn L. Finley and Amadeus M. Finley, as follows, in the sum of \$353,583.78, plus interest at per diem rate of \$84.5688 from April 30, 2008, plus reasonable attorney's fees and costs to be added at the time a Praecipe for Writ of Execution is filed by Plaintiff.

BY THE COURT:

  
Judge

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB Bank, Plaintiff  
Plaintiff

-VS-

GLENN L. FINLEY and AMADEUS  
M. FINLEY,  
Defendants

No. 07- 2024- CD

Type of Case: Civil Action

Type of Pleading: Praecipe for  
Entry of Judgment

Filed on behalf of:  
Plaintiff

Counsel of Record for this  
Party: Andrew P. Gates

Supreme Court No.: 36604

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

FILED Any pd.  
\$20.00  
MAY 30 2008  
1CC Statement  
to Atty  
Notice to Defs.  
@K

William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB Bank, Plaintiff

No. 07 - 2024 - CD

-vs-

IN MORTGAGE FORECLOSURE

GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

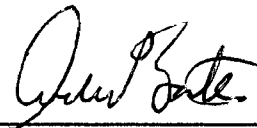
**PRAECIPE**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly enter Judgment in favor of Plaintiff, Northwest Savings Bank, and against Defendants, Glenn L. Finley and Amadeus M. Finley, in Mortgage Foreclosure, in accordance with the Court's Order of May 20, 2008 (a photocopy of which is attached hereto and made a part hereof as Exhibit "A") and assess damages in the amount of \$353,583.78, plus interest at the per diem rate of \$84.5688 from April 30, 2008, plus reasonable attorney's fees and costs to be added at the time a Praecipe for Writ of Execution is filed by Plaintiff.

GATES & SEAMAN

By:



Date: May 30, 2008

Andrew P. Gates, Esquire  
Attorney for Plaintiff, Northwest Saving Bank

Gates & Seaman, Attorneys at law  
2 North Front Street, P. O. Box 846  
Clearfield, PA 16830

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

MAY 21 2008

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

Attest.

*William A. H.*  
Prothonotary/  
Clerk of Courts

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB BANK, Plaintiff

No. 07-2024 -CD

IN MORTGAGE FORECLOSURE

vs.

GLENN L. FINLEY and AMADEUS M.  
FINLEY,

Defendants

**ORDER**

AND NOW, this *20<sup>th</sup>* day of *May*, 2008, the above entitled matter having been heard by the Court on Motion of Plaintiff, Northwest Savings Bank, For Summary Judgment against Defendants, Glenn L. Finley and Amadeus M. Finley, pursuant to Pa. R.C.P. § 1035.2 et seq, and the Court having considered arguments of the attorneys for the respective parties and being of the opinion that the pleadings, and Defendants admissions in this action, together with the Affidavits submitted in support of Plaintiff's Motion, show that there is no genuine issue as to any material fact, and that Plaintiff has a right to such summary judgment as a matter of law, it is hereby the Order of this Court as follows:

1. Judgment be entered in mortgage foreclosure in favor of Plaintiff, Northwest Savings Bank, and against Defendants, Glenn L. Finley and Amadeus M. Finley, as follows, in the sum of \$353,583.78, plus interest at per diem rate of \$84.5688 from April 30, 2008, plus reasonable attorney's fees and costs to be added at the time a Praecipe for Writ of Execution is filed by Plaintiff.

BY THE COURT:

*Frederick J. Cummings*  
Judge

EXHIBIT "A"

FILED

MAY 30 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB Bank, Plaintiff

No. 07 - 2024 - CD

-vs-

IN MORTGAGE FORECLOSURE

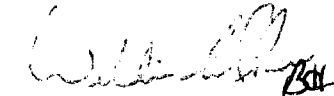
GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

TO: Glenn L. Finley  
713 Treasure Lake  
DuBois, PA 15801

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$353,583.78\*\* on May 30, 2008,  
\*\*plus per diem interest from April 30, 2008 of \$84.5688 per day, reasonable  
attorney's fees and costs to be added at the time a Praecipe For Writ of Execution is  
filed.

William A. Shaw, Prothonotary

By



Deputy

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB Bank, Plaintiff

No. 07 - 2024 - CD

-vs-

IN MORTGAGE FORECLOSURE

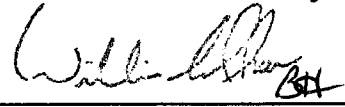
GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

TO: Amadeus M. Finley  
713 Treasure Lake  
DuBois, PA 15801

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$353,583.78\*\* on May 30, 2008,  
\*\*plus per diem interest from April 30, 2008 of \$84.5688 per day, reasonable  
attorney's fees and costs to be added at the time a Praeipe For Writ of Execution is  
filed.

William A. Shaw, Prothonotary

By



Deputy

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

Northwest Savings Bank  
Plaintiff(s)

No.: 2007-02024-CD

Real Debt: \$353,583.78

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Glenn L. Finley  
Amadeus Finley  
Defendant(s)

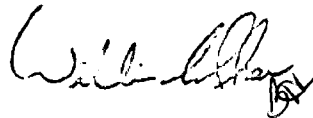
Entry: \$20.00

Instrument: Court Ordered

Date of Entry: May 30, 2008

Expires: May 30, 2013

Certified from the record this 30th day of May, 2008.



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 ACTION - LAW

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB Bank, Plaintiff

:  
: No. 07 - 2024-CD  
:

-vs-

: IN MORTGAGE FORECLOSURE  
:

GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

:  
:

PRAECIPE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

TO WILLIAM A. SHAW, PROTHONOTARY:

Issue writ of execution in the above matter:

Amount due (as per judgment  
entered May 30, 2008, (which includes  
per diem interest and late fees through  
April 30, 2008)

**FILED**  
JUN 17 2008  
07:21:40  
William A. Shaw  
Prothonotary/Clerk of Courts  
no c/c  
ISSUED 6 Writs  
TO SHAW

\$353,583.78

Interest at \$84.5688 per day from  
April 30, 2008 to date of Sheriff's Sale  
on August 1, 2008 (93 days)

\$ 7,864.90

Reasonable attorney fees

\$ 500.00

**SUBTOTAL**

\$361,948.68

[Costs to be added]

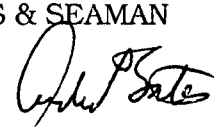
\$ \_\_\_\_\_

**TOTAL**

\$  
Prothonotary costs

GATES & SEAMAN

By

  
Attorneys for Plaintiff,  
Northwest Savings Bank

Date: June 17, 2008

William A. Shaw  
Prothonotary/Clerk of Courts

JUN 17 2008

FILED

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB Bank, Plaintiff

:  
: No. 07 - 2024- CD  
:

-vs-

: IN MORTGAGE FORECLOSURE  
:

GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

:  
:  
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA

:  
: SS:  
:

COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed  
to levy upon and sell the following described real property: See attached Exhibit "A"

Amount due (as per judgment entered May 30, 2008, (which includes interest and late fees through April 30, 2008)	\$353,583.78
--	--------------

Interest at \$84.5688 per day from April 30, 2008 to date of Sheriff's Sale on August 1, 2008 (93 days)	\$ 7,864.90
---	-------------

Reasonable attorney fees	\$ <u>500.00</u>
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<b>SUBTOTAL</b>	\$361,948.68
-----------------	--------------

[Costs to be added]	\$ _____
---------------------	----------

<b>TOTAL</b>	\$
Prothonotary costs	\$ 125.00

Seal of the Court

Date: 6-17-08

  
\_\_\_\_\_  
WILLIAM A. SHAW  
PROTHONOTARY

**ALL THAT** certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on DuBois Street in said City, at an intersection of an alley leading Southerly from said DuBois Street past the Atlantic Oil Company property to Sandy Lick Creek; thence along DuBois Street Easterly 200 feet, more or less, to the middle of the channel of Sandy Lick Creek, as it existed approximately on September 30, 1910, since having been changed; thence along the southern line of said creek channel, across the Westerly boundary of the land herein described and the Northerly boundary of the land herein described to the intersection of the present Sandy Lick Creek bank with the alley aforesaid Easterly of the Atlantic Oil Company property; thence along said alley Southwesterly 390 feet, more or less, to a point in DuBois Street, the place of beginning.

The above premises are further described by a survey of Yost Associates, Inc., Engineers, dated February 19, 1962 whereby the premises are described as follows:

BEGINNING at an iron pipe, said iron pipe being North 79 degrees 14 minutes East 259.42 feet from the intersection of the Easterly right of way line of the B&O Railroad and the Northerly line of DuBois Street; thence along the Easterly line of a 20 foot alley, North 9 degrees 15 minutes West 438.54 feet to a spike in the Southerly bank of Sandy Lick Creek Channel; thence by the southerly bank of said Creek Channel the following courses and distances - North 80 degrees 10 minutes East 97.69 feet to a spike; thence South 84 degrees 39 minutes East 85.93 feet to a spike; thence South 65 degrees 41 minutes East 91.40 feet to a spike; thence South 50 degrees 36 minutes East 85.38 feet to a spike; thence by land of the city of DuBois, South 22 degrees 07 minutes West 29.8 feet to an iron pin; thence by line of other land of H. F. Portzer the following courses and distances - South 22 degrees 07 minutes West 87.15 feet to an iron pipe; thence South 15 degrees 29 minutes West 49.3 feet to an iron pipe; thence South 0 degrees 10 minutes East 150.34 feet to an iron pipe in the Northerly line of DuBois Street; thence by said DuBois Street, South 79 degrees 14 minutes West 214.61 feet to an iron pipe the place of beginning.

**BEING THE SAME PREMISES CONVEYED TO** Glenn L. Finley and Amadeus Finley, husband and wife, by deed of Angeline M. Portzer, et. al. dated November 17, 2003 and appearing of record as Clearfield County Instrument No. 200321104

Said premises also being described as commercial building and two (2) acres with Clearfield County Assessment No. 711-07-000-1804.

EXHIBIT "A"

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB Bank, Plaintiff

No. 07 - 2024- CD

-vs-

IN MORTGAGE FORECLOSURE

GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF CLEARFIELD

William A. Shaw  
Prothonotary Clerk of Courts

FILED  
07/30/2008  
1000

ANDREW P. GATES, the Attorney for Plaintiff, being duly sworn according to law, says that the following entities were served with a Notice of Sheriff's Sale on June 27, 2008, by regular First-Class U. S. mail. Attached hereto collectively as Exhibit "A" is a photocopy of: (i) sample of letter sent, (ii) copy of Notice of Sheriff Sale sent and (iii) the original Certificates of Mailing (PS Form 3817):

Harold Portzer  
R. D. 8, Box 18A  
DuBois, PA 15801

Alexis J. Stetz  
City of DuBois Tax Collector  
P. O. Box 408  
DuBois, PA 15801

Clearfield County Tax Claim Bureau  
230 East Market Street  
Clearfield, PA 16830

Fullington Auto Bus Co., Inc.  
349D DuBois Street  
DuBois, PA 15801

Delta Tire  
348D DuBois Street  
DuBois, PA 15801

AZTEC Linear  
349D DuBois Street  
DuBois, PA 15801

S&D Repair  
349D DuBois Street  
DuBois, PA 15801

KTF Repair LLC  
349D DuBois Street  
DuBois, PA 15801

Glenn L. Finley  
713 Treasure Lake  
DuBois, PA 15801

Amadeus M. Finley  
713 Treasure Lake  
DuBois, PA 15801

GATES & SEAMAN  
By:

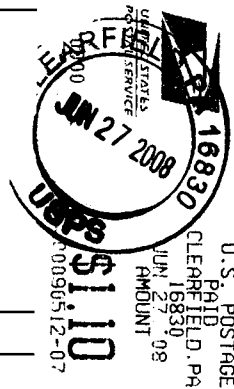
Andrew P. Gates, Esquire

Sworn to and subscribed before  
me this 30th day of June, 2008.

*Rae M. Raymond*

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

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE COVERAGE			
Received From:	<u>AGE</u> GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
<u>Harold Portzer</u>			
<u>R.D.8, Box 18A</u>			
<u>DuBois, PA 15801</u>			



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From	<b>APG</b>	GATES & SEAMAN	
		2 North Front Street	
		P.O. Box 846	
		Clearfield, PA 16830	
One piece of ordinary mail addressed to:			
Alexis J. Stetz			
City of DuBois Tax Collector			
P. O. Box 408			
DuBois, PA 15801			



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUN 27 08  
AMOUNT  
\$1.10  
P0050512-07

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

Received From:

*APG*

GATES & SEAMAN

2 North Front Street

P.O. Box 846

Clearfield, PA 16830

One piece of ordinary mail addressed to:

Clearfield County Tax Claim Bureau

230 East Market Street

Clearfield, PA 16830

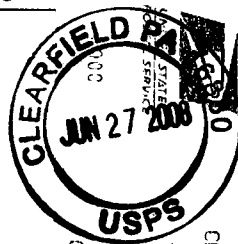


\$1.10  
00090512-07

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUN 27 2008  
AMOUNT



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	<i>APG</i> GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
Fullington Auto Bus Co., Inc. 349 D DuBois Street DuBois, PA 15801			



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUN 27 08  
AMOUNT  
\$1.10  
00030512-07

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<b>APG</b> <b>GATES &amp; SEAMAN</b> _____ 2 North Front Street _____ P.O. Box 846 _____ Clearfield, PA 16830	
One piece of ordinary mail addressed to:		_____ <b>Delta Tire</b> _____ 348D DuBois Street _____ DuBois, PA 15801 _____	



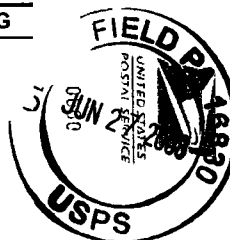
U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUN 27 1988  
AMOUNT  
\$1.10  
0090512-07

EXHIBIT "A"

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE OR POSTAGE

Received From: **APG**  
**GATES & SEAMAN**  
2 North Front Street  
P.O. Box 846  
Clearfield, PA 16830

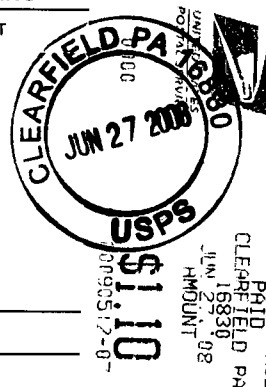


One piece of ordinary mail addressed to:

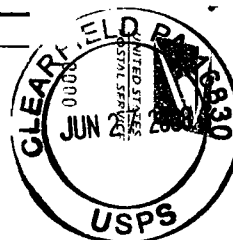
AZTEC Linear  
349D DuBois Street  
DuBois, PA 15801

U.S. POSTAGE  
PAID  
CLEARFIELD PA  
16830  
JUN 21 2008  
AMOUNT  
**\$1.10**  
00090512-07

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE POSTMASTER			
Received From:	<u>APC</u> GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
<u>S&amp;D Repair</u> 349D DuBois Street DuBois, PA 15801			



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC MAIL SERVICE OR INTERNATIONAL MAIL SERVICE PROVIDE FOR INSURANCE			
Received From:	GATES & SEAMAN - <i>APG</i> 2 North Front Street P.O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
KTF Repair LLC			
349D DuBois Street			
DuBois, PA 15801			



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUN 23 98  
AMOUNT  
\$1.10  
30090512-07

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

Received From:

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

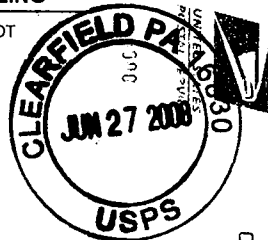
One piece of ordinary mail addressed to:

Glenn L. Finley  
713 Treasure Lake  
DuBois, PA 15801



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 2 1998  
AMOUNT  
\$1.10  
00090512-07

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	<u>AP6</u> GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
<u>Amadeus M. Finley</u> <u>713 Treasure Lake</u> <u>DuBois, PA 15801</u>			



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUN 27 08  
AMOUNT  
\$1.10  
00090512-07



LAURANCE B. SEAMAN  
ANDREW P. GATES

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

JOHN B. GATES  
(1917-1984)

(814) 765-1766  
FAX (814) 765-1488

June 27, 2007

Glenn L. Finley  
713 Treasure Lake  
DuBois, PA 15801

Re: NORTHWEST SAVINGS BANK. Successor in Interest, by merger and acquisition,  
to CSB Bank, Plaintiff vs. Glenn L. Finley and Amadeus M. Finley, Defendants  
No. 07 - 2024-CD (Court of Common Pleas of Clearfield County, PA)

Dear Sir or Madam:

Kindly be advised that this office represents Northwest Savings Bank, in regard to the aforementioned Mortgage Foreclosure Action. In that regard, a default judgment was entered against Glenn L. Finley and Amadeus M. Finley, his wife, with the Prothonotary of Clearfield County on May 30, 2008. Furthermore, in regard to the Writ of Execution filed thereafter, a Sheriff's Sale of the commercial property of Glenn L. Finley and Amadeus M. Finley has been scheduled by the Clearfield County Sheriff for Friday, August 1, 2007 at 10:00 o'clock a.m.

In regard to the aforementioned Sheriff's Sale, please find herewith enclosed Notice of said Sale which specifically identifies the property to be sold.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/rmr  
Enclosure

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

NORTHWEST SAVINGS BANK,	:	
Successor in Interest, by merger and	:	No. 07 - 2024 - CD
acquisition, to CSB Bank, Plaintiff	:	
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
GLENN L. FINLEY and AMADEUS M. FINLEY,	:	
Defendants	:	

NOTICE OF SHERIFF'S SALE

By virtue of a Writ of Execution issued out of the Court of Common Pleas of Clearfield County, in pursuance to a judgment obtained to Case No. 07-2024-CD there will be exposed to public sale at The Sheriff's Office in the Clearfield County Courthouse, Clearfield, Pennsylvania, on the 1st day of August, 2008 at 10:00 A.M., o'clock, the following real property situate in City of DuBois, County of Clearfield and State of Pennsylvania, with improvements situate thereon:

**ALL THAT** certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on DuBois Street in said City, at an intersection of an alley leading Southerly from said DuBois Street past the Atlantic Oil Company property to Sandy Lick Creek; thence along DuBois Street Easterly 200 feet, more or less, to the middle of the channel of Sandy Lick Creek, as it existed approximately on September 30, 1910, since having been changed; thence along the southern line of said creek channel, across the Westerly boundary of the land herein described and the Northerly boundary of the land herein described to the intersection of the present Sandy Lick Creek bank with the alley aforesaid Easterly of the Atlantic Oil Company property; thence along said alley Southwesterly 390 feet, more or less, to a point in DuBois Street, the place of beginning.

The above premises are further described by a survey of Yost Associates, Inc., Engineers, dated February 19, 1962 whereby the premises are described as follows:

BEGINNING at an iron pipe, said iron pipe being North 79 degrees 14 minutes East 259.42 feet from the intersection of the Easterly right of way line of the B&O Railroad and the Northerly line of DuBois Street; thence along the Easterly line of a 20 foot alley, North 9 degrees 15 minutes West 438.54 feet to a spike in the Southerly bank of Sandy Lick Creek Channel; thence by the southerly bank of said Creek

Channel the following courses and distances - North 80 degrees 10 minutes East 97.69 feet to a spike; thence South 84 degrees 39 minutes East 85.93 feet to a spike; thence South 65 degrees 41 minutes East 91.40 feet to a spike; thence South 50 degrees 36 minutes East 85.38 feet to a spike; thence by land of the city of DuBois, South 22 degrees 07 minutes West 29.8 feet to an iron pin; thence by line of other land of H. F. Portzer the following courses and distances - South 22 degrees 07 minutes West 87.15 feet to an iron pipe; thence South 15 degrees 29 minutes West 49.3 feet to an iron pipe; ;thence South 0 degrees 10 minutes East 150.34 feet to an iron pipe in the Northerly line of DuBois Street; thence by said DuBois Street, South 79 degrees 14 minutes West 214.61 feet to an iron pipe the place of beginning.

**BEING** THE SAME PREMISES CONVEYED TO Glenn L. Finley and Amadeus Finley, husband and wife, by deed of Angeline M. Portzer, et. al. dated November 17, 2003 and appearing of record as Clearfield County Instrument No. 200321104

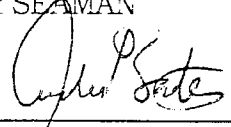
Said premises also being described as commercial building and two (2) acres with Clearfield County Assessment No. 711-C7-000-1804.

The above is seized, taken in execution and to be sold as property of Glenn L. Finley and Amadeus M. Finley, reputed owners, at the direction of Northwest Savings Bank, the foreclosing mortgagee.

To all parties in interest and claimants: A schedule of distribution of the proceeds will be filed in the Sheriff's Office of Clearfield County on the 1st day of August, 2008, and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

GATES & SEAMAN

By

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

P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

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BEGINNING at a point on DuBois Street in said City, at an intersection of an alley leading Southerly from said DuBois Street past the Atlantic Oil Company property to Sandy Lick Creek; thence along DuBois Street Easterly 200 feet, more or less, to the middle of the channel of Sandy Lick Creek, as it existed approximately on September 30, 1910, since having been changed; thence along the southern line of said creek channel, across the Westerly boundary of the land herein described and the Northerly boundary of the land herein described to the intersection of the present Sandy Lick Creek bank with the alley aforesaid Easterly of the Atlantic Oil Company property; thence along said alley Southwesterly 390 feet, more or less, to a point in DuBois Street, the place of beginning.

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**BEING THE SAME PREMISES CONVEYED TO** Glenn L. Finley and Amadeus Finley, husband and wife, by deed of Angeline M. Portzer, et. al. dated November 17, 2003 and appearing of record as Clearfield County Instrument No. 200321104

Said premises also being described as commercial building and two (2) acres with Clearfield County Assessment No. 711-07-000-1804.

SEIZED, taken in execution to be sold as the property of GLENN L. FINLEY AND AMADEUS M. FINLEY, at the suit of NORTHWEST SAVINGS BANK, SUCCESSOR IN INTEREST BY MERGER AND ACQUISITION, TO CSB BANK. JUDGMENT NO. 07-2024-CD

FILED

JUL 14 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by merger and  
acquisition, to CSB Bank, Plaintiff

:  
: No. 07 - 2024- CD

-vs-

: IN MORTGAGE FORECLOSURE

GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

SUPPLEMENT TO AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

:  
:SS.

COUNTY OF CLEARFIELD

:

0/10:40cm  
JUL 15 2008  
No CC.  
LW  
Prothonotary

ANDREW P. GATES, the Attorney for Plaintiff, being duly sworn according to  
law, hereby states and deposes the following:

1. The cover letters to the individuals and entities identified in the original  
Affidavit of Service (executed June 30, 2008) contained the wrong date namely, June  
27, 2007 as opposed to the proper date of June 27, 2008;

2. The letters referenced in Paragraph 1 hereof also inadvertently stated the  
Sheriff's Sale was to take place on Friday, August 1, 2007 at 10:00 A.M. when in  
reality the date should have been August 1, 2008;

3. Despite the typographical errors identified in Paragraphs 1 and 2 hereof,  
the NOTICE OF SHERIFF'S SALE mailed (on June 27, 2008) to all individuals and  
entities referenced in the original Affidavit of Service contained the correct sale date  
and time of "the 1<sup>st</sup> day of August, 2008" at 10:00 A.M. A copy of said NOTICE OF  
SHERIFF'S SALE is attached hereto and made a part hereof as Exhibit "A"; and

4. The undersigned attorney, on July 8, 2008, sent letters of clarification to all  
individuals and entities listed on the original Affidavit of Service notifying them of said  
typographical errors and otherwise reiterating that the scheduled Sheriff's Sale is to  
take place on the first day of August, 2008 as set forth on the NOTICE OF SHERIFF'S  
SALE mailed June 27, 2008. Copies of the clarification letter sent and the U. S. Postal  
Service Certificates of Mailing (PS Form 3817) are attached hereto and made a part  
hereof, collectively, as Exhibit "B".

GATES & SEAMAN

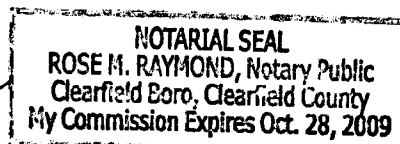
By:

*Andrew P. Gates*

Andrew P. Gates, Esquire

Sworn to and subscribed before  
me this 14<sup>th</sup> day of July, 2008.

*Rose M. Raymond*



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

NORTHWEST SAVINGS BANK, :  
Successor in Interest, by merger and : No. 07 - 2024 - CD  
acquisition, to CSB Bank, Plaintiff :  
 :  
-vs- : IN MORTGAGE FORECLOSURE  
 :  
GLENN L. FINLEY and AMADEUS M. FINLEY, :  
Defendants :  
 :

NOTICE OF SHERIFF'S SALE

By virtue of a Writ of Execution issued out of the Court of Common Pleas of Clearfield County, in pursuance to a judgment obtained to Case No. 07-2024-CD there will be exposed to public sale at The Sheriff's Office in the Clearfield County Courthouse, Clearfield, Pennsylvania, on the 1st day of August, 2008 at 10:00 A.M., o'clock, the following real property situate in City of DuBois, County of Clearfield and State of Pennsylvania, with improvements situate thereon:

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The above premises are further described by a survey of Yost Associates, Inc., Engineers, dated February 19, 1962 whereby the premises are described as follows:

BEGINNING at an iron pipe, said iron pipe being North 79 degrees 14 minutes East 259.42 feet from the intersection of the Easterly right of way line of the B&O Railroad and the Northerly line of DuBois Street; thence along the Easterly line of a 20 foot alley, North 9 degrees 15 minutes West 438.54 feet to a spike in the Southerly bank of Sandy Lick Creek Channel; thence by the southerly bank of said Creek

Channel the following courses and distances - North 80 degrees 10 minutes East 97.69 feet to a spike; thence South 84 degrees 39 minutes East 85.93 feet to a spike; thence South 65 degrees 41 minutes East 91.40 feet to a spike; thence South 50 degrees 36 minutes East 85.38 feet to a spike; thence by land of the city of DuBois, South 22 degrees 07 minutes West 29.8 feet to an iron pin; thence by line of other land of H. F. Portzer the following courses and distances - South 22 degrees 07 minutes West 87.15 feet to an iron pipe; thence South 15 degrees 29 minutes West 49.3 feet to an iron pipe; ;thence South 0 degrees 10 minutes East 150.34 feet to an iron pipe in the Northerly line of DuBois Street; thence by said DuBois Street, South 79 degrees 14 minutes West 214.61 feet to an iron pipe the place of beginning.

**BEING THE SAME PREMISES CONVEYED TO Glenn L. Finley and Amadeus Finley, husband and wife. by deed of Angeline M. Portzer, et. al. dated November 17, 2003 and appearing of record as Clearfield County Instrument No. 200321104**

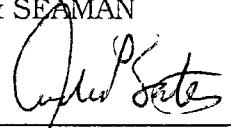
Said premises also being described as commercial building and two (2) acres with Clearfield County Assessment No. 711-07-000-1804.

The above is seized, taken in execution and to be sold as property of Glenn L. Finley and Amadeus M. Finley, reputed owners, at the direction of Northwest Savings Bank, the foreclosing mortgagee.

To all parties in interest and claimants: A schedule of distribution of the proceeds will be filed in the Sheriff's Office of Clearfield County on the 1st day of August, 2008, and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

GATES & SEAMAN

By

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

P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766



**ALL THAT** certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on DuBois Street in said City, at an intersection of an alley leading Southerly from said DuBois Street past the Atlantic Oil Company property to Sandy Lick Creek; thence along DuBois Street Easterly 200 feet, more or less, to the middle of the channel of Sandy Lick Creek, as it existed approximately on September 30, 1910, since having been changed; thence along the southern line of said creek channel, across the Westerly boundary of the land herein described and the Northerly boundary of the land herein described to the intersection of the present Sandy Lick Creek bank with the alley aforesaid Easterly of the Atlantic Oil Company property; thence along said alley Southwesterly 390 feet, more or less, to a point in DuBois Street, the place of beginning.

The above premises are further described by a survey of Yost Associates, Inc., Engineers, dated February 19, 1962 whereby the premises are described as follows:

BEGINNING at an iron pipe, said iron pipe being North 79 degrees 14 minutes East 259.42 feet from the intersection of the Easterly right of way line of the B&O Railroad and the Northerly line of DuBois Street; thence along the Easterly line of a 20 foot alley, North 9 degrees 15 minutes West 438.54 feet to a spike in the Southerly bank of Sandy Lick Creek Channel; thence by the southerly bank of said Creek Channel the following courses and distances - North 80 degrees 10 minutes East 97.69 feet to a spike; thence South 84 degrees 39 minutes East 85.93 feet to a spike; thence South 65 degrees 41 minutes East 91.40 feet to a spike; thence South 50 degrees 36 minutes East 85.38 feet to a spike; thence by land of the city of DuBois, South 22 degrees 07 minutes West 29.8 feet to an iron pin; thence by line of other land of H. F. Portzer the following courses and distances - South 22 degrees 07 minutes West 87.15 feet to an iron pipe; thence South 15 degrees 29 minutes West 49.3 feet to an iron pipe; thence South 0 degrees 10 minutes East 150.34 feet to an iron pipe in the Northerly line of DuBois Street; thence by said DuBois Street, South 79 degrees 14 minutes West 214.61 feet to an iron pipe the place of beginning.

**BEING THE SAME PREMISES CONVEYED TO** Glenn L. Finley and Amadeus Finley, husband and wife, by deed of Angeline M. Portzer, et. al. dated November 17, 2003 and appearing of record as Clearfield County Instrument No. 200321104

Said premises also being described as commercial building and two (2) acres with Clearfield County Assessment No. 711-07-000-1804.

SEIZED, taken in execution to be sold as the property of GLENN L. FINLEY AND AMADEUS M. FINLEY, at the suit of NORTHWEST SAVINGS BANK, SUCCESSOR IN INTEREST BY MERGER AND ACQUISITION, TO CSB BANK. JUDGMENT NO. 07-2024-CD

EXHIBIT "A"

LAURANCE B. SEAMAN  
ANDREW P. GATES

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

JOHN B. GATES  
(1917-1984)

(814) 765-1766  
FAX (814) 765-1488

July 8, 2008

Clearfield County Tax Claim Bureau  
230 East Market Street  
Clearfield, PA 16830

Re: NORTHWEST SAVINGS BANK. Successor in Interest, by merger and acquisition,  
to CSB Bank, Plaintiff vs. Glenn L. Finley and Amadeus M. Finley, Defendants  
No. 07 - 2024-CD (Court of Common Pleas of Clearfield County, PA)

Dear Sir or Madam:

This is to advise that we just discovered a typographical error of the use of the year 2007 instead of 2008 in the date of the cover letter and in the date in the letter for the Sheriff's Sale, which letter enclosed a copy of the NOTICE OF SHERIFF'S SALE, which does correctly state the date of the Sale as: "the 1<sup>st</sup> day of August, 2008".

This sale will take place as scheduled.

Very truly yours,

GATES & SEAMAN

By:



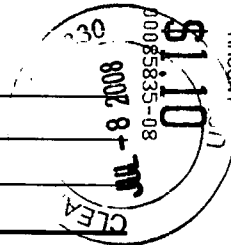
Andrew P. Gates

APG/rmr

EXHIBIT "B" (3 pages)

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From	GATES & SEAMAN 2 North Front Street P.O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
Harold Portzer 308 Pifer Street DuBois, PA 15801			

0000

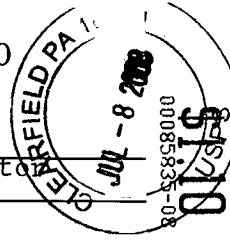


U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUL 08 '08

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		GATES & SEAMAN	
		2 North Front Street	
		P.O. Box 846	
		Clearfield, PA 16830	
One piece of ordinary mail addressed to:			
Alexis J. Stetz		City of DuBois Tax Collector	
P. O. Box 408		DuBois, PA 15801	

0000

U.S. POSTAL SERVICE



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUL 08 08

U.S. POSTAL SERVICE

**CERTIFICATE OF MAILING**

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

Received From:

**GATES & SEAMAN**

**2 North Front Street**

**P.O. Box 846**

**Clearfield, PA 16830**

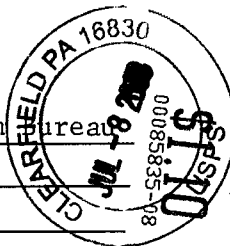
One piece of ordinary mail addressed to:

**Clearfield County Tax Claim Bureau**

**230 East Market Street**

**Clearfield, PA 16830**

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U.S. POSTAGE  
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CLEARFIELD, PA  
16830  
JUL 08 2008

U.S. POSTAL SERVICE

**CERTIFICATE OF MAILING**

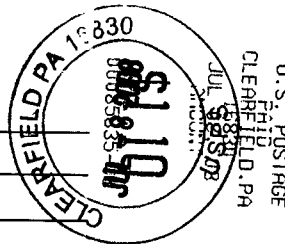
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE POSTMASTER

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

One piece of ordinary mail addressed to:

Fullington Auto Bus Co., Inc.  
349D DuBois Street  
DuBois, PA 15801

0000



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

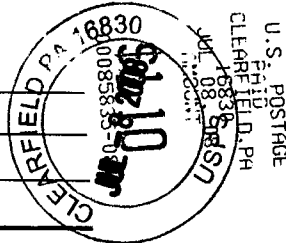
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From **GATES & SEAMAN**  
\_\_\_\_\_ **2 North Front Street**  
\_\_\_\_\_ **P.O. Box 846**  
\_\_\_\_\_ **Clearfield, PA 16830**

One piece of ordinary mail addressed to:

**Delta Tire**  
\_\_\_\_\_ **348D DuBois Street**  
\_\_\_\_\_ **DuBois, PA 15801**

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U S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

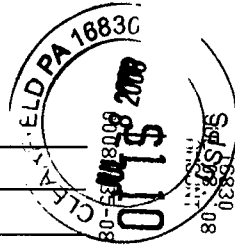
Received From **GATES & SEAMAN**  
2 North Front Street  
P.O. Box 846  
Clearfield, PA 16830

One piece of ordinary mail addressed to:

**AZTEC Linear**  
349D DuBois Street  
DuBois, PA 15801

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U.S. POSTAL SERVICE



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
\$1.10  
800833-08



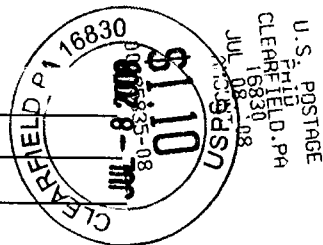
**CERTIFICATE OF MAILING**

0000

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

S&D Repair  
349D DuBois Street  
DuBois, PA 15801

PS Form 3817, January 2001



POSTAL SERVICE

CERTIFICATE OF MAILING

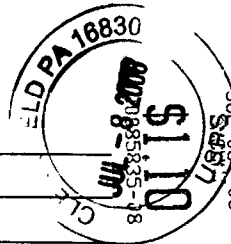
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE POSTMASTER

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

One piece of ordinary mail addressed to:

KTF Repair LLC  
349D DuBois Street  
DuBois, PA 15801

0000



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUL 08 '08

U.S. POSTAL SERVICE

**CERTIFICATE OF MAILING**

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

Received From:

GATES & SEAMAN

2 North Front Street

P.O. Box 846

Clearfield, PA 16830

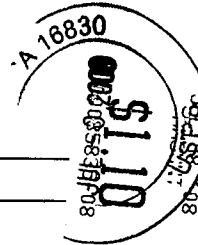
One piece of ordinary mail addressed to:

Glenn L. Finley

713 Treasure Lake

DuBois, PA 15801

0000



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JUL 15 2008

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

Received From:

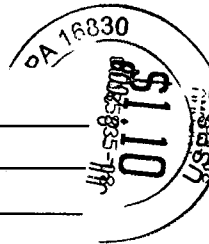
GATES & SEAMAN  
2 North Front Street  
P.O. Box 846  
Clearfield, PA 16830

One piece of ordinary mail addressed to:

Amadeus M. Finley  
713 Treasure Lake  
DuBois, PA 15801

0000

U.S. POSTAL SERVICE



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830

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

NORTHWEST SAVINGS BANK,  
Successor in Interest, by  
merger and acquisition,  
to CSB BANK, Plaintiff

vs.

GLENN L. FINLEY and  
 AMADEUS M. FINLEY,  
Defendants

No. 07 - 2024 - CD

Type of Case: Civil Action

Type of Pleading: PRAECIPE

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

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

FILED 1CC #1 Cert. of  
012:5134 Disc. Amy Gates  
OCT 28 2008  
S William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK, Successor in  
Interest, by merger and acquisition, to  
CSB BANK, Plaintiff

-vs-

GLENN L. FINLEY and AMADEUS M. FINLEY,  
Defendants

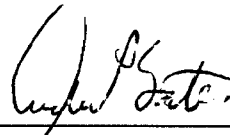
No. 07 - 2024 - CD

IN MORTGAGE FORECLOSURE

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Please mark the above-captioned action matter as "SETTLED, DISCONTINUED  
AND ENDED".



Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
Northwest Savings Bank

Date: October 28, 2024

FILED

OCT 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**Northwest Savings Bank**

**Vs.**

**No. 2007-02024-CD**

**Glenn L. Finley  
Amadeus Finley**

**CERTIFICATE OF DISCONTINUATION**

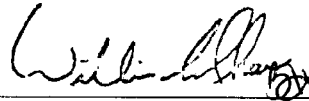
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 28, 2008, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$125.00 have been paid in full by Andrew P. Gates, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of October A.D. 2008.



\_\_\_\_\_  
William A. Shaw, Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20788

NO: 07-2024-CD

PLAINTIFF: NORTHWEST SAVINGS BANK, SUCCESSOR I INTEREST BY MERGER AND ACQUISITION, TO CSB  
ANK

vs.

DEFENDANT: GLENN L. FINLEY AND AMADEUS FINLEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/17/2008

LEVY TAKEN 6/24/2008 @ 2:15 PM

POSTED 6/24/2008 @ 2:15 PM

SALE HELD

SO: D TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/26/2009

DATE DEED FILED **NOT SOLD**

5  
0/9/20/ (LST)

DETAILS

7/1/2008 @ 11:45 AM SERVED GLENN L. FINLEY

SERVED GLENN L. FINLEY, DEFENDANT, AT HIS RESIDENCE 713 TREASURE LAKE A/K/A 13491 TREASURE LAKE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMADEUS M. FINLEY, WIFE/CO-DEFENDANT

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

7/1/2008 @ 11:45 AM SERVED AMADEUS M. FINLEY

SERVED AMADEUS M. FINLEY, DEFENANT, AT HER RESIDENCE 713 TREASURE LAKE A/K/A 13491 TREASURE LAKE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMADEUS M. FINLEY

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.

@ SERVED

NOW, JULY 28, 2008 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR AUGUST 1, 2008 TO OCTOBER 3, 2008.

@ SERVED

NOW, OCTOBER 1, 2008 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR OCTOBER 3, 2008 TO DECEMBER 5, 2008.

@ SERVED

NOW, OCTOBER 28, 2008 RECEIVED LETTER FROM THE PLAINTIFF'S ATTORNEY STATING THE DEFENDANTS HAVE CURED THE DEFAULT FOR THE AMOUNT OF \$20,000.00. THE CASE HAS BEEN SETTLED, DISCONTINUED AND ENDED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20788

NO: 07-2024-CD

PLAINTIFF: NORTHWEST SAVINGS BANK, SUCCESSOR I INTEREST BY MERGER AND ACQUISITION, TO CSB  
ANK

VS.

DEFENDANT: GLENN L. FINLEY AND AMADEUS FINLEY

Execution REAL ESTATE



SHERIFF RETURN

---

SHERIFF HAWKINS \$689.32

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

NORTHWEST SAVINGS BANK, :  
Successor in Interest, by merger and : No. 07 - 2024- CD  
acquisition, to CSB Bank, Plaintiff :  
:   
-vs- : IN MORTGAGE FORECLOSURE  
:   
GLENN L. FINLEY and AMADEUS M. FINLEY, :  
Defendants :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed  
to levy upon and sell the following described real property: See attached Exhibit "A"

Amount due (as per judgment entered \$353,583.78  
May 30, 2008, (which includes interest and  
late fees through April 30, 2008)

Interest at \$84.5688 per day from  
April 30, 2008 to date of Sheriff's Sale  
on August 1, 2008 (93 days) \$ 7,864.90


Reasonable attorney fees \$ 500.00

**SUBTOTAL** \$361,948.68


[Costs to be added] \$ \_\_\_\_\_

**TOTAL** \$  
Prothonotary costs \$ 125.00

Seal of the Court

  
\_\_\_\_\_  
WILLIAM A. SHAW  
PROTHONOTARY

Date: 6-17-08 Received this writ this 17th day  
of JUNE A.D. 2008  
At 3:00 A.M./P.M.

  
\_\_\_\_\_  
Sheriff by Christopher Butler-Aughenbaugh

**ALL THAT** certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on DuBois Street in said City, at an intersection of an alley leading Southerly from said DuBois Street past the Atlantic Oil Company property to Sandy Lick Creek; thence along DuBois Street Easterly 200 feet, more or less, to the middle of the channel of Sandy Lick Creek, as it existed approximately on September 30, 1910, since having been changed; thence along the southern line of said creek channel, across the Westerly boundary of the land herein described and the Northerly boundary of the land herein described to the intersection of the present Sandy Lick Creek bank with the alley aforesaid Easterly of the Atlantic Oil Company property; thence along said alley Southwesterly 390 feet, more or less, to a point in DuBois Street, the place of beginning.

The above premises are further described by a survey of Yost Associates, Inc., Engineers, dated February 19, 1962 whereby the premises are described as follows:

BEGINNING at an iron pipe, said iron pipe being North 79 degrees 14 minutes East 259.42 feet from the intersection of the Easterly right of way line of the B&O Railroad and the Northerly line of DuBois Street; thence along the Easterly line of a 20 foot alley, North 9 degrees 15 minutes West 438.54 feet to a spike in the Southerly bank of Sandy Lick Creek Channel; thence by the southerly bank of said Creek Channel the following courses and distances - North 80 degrees 10 minutes East 97.69 feet to a spike; thence South 84 degrees 39 minutes East 85.93 feet to a spike; thence South 65 degrees 41 minutes East 91.40 feet to a spike; thence South 50 degrees 36 minutes East 85.38 feet to a spike; thence by land of the city of DuBois, South 22 degrees 07 minutes West 29.8 feet to an iron pin; thence by line of other land of H. F. Portzer the following courses and distances - South 22 degrees 07 minutes West 87.15 feet to an iron pipe; thence South 15 degrees 29 minutes West 49.3 feet to an iron pipe; thence South 0 degrees 10 minutes East 150.34 feet to an iron pipe in the Northerly line of DuBois Street; thence by said DuBois Street, South 79 degrees 14 minutes West 214.61 feet to an iron pipe the place of beginning.

**BEING THE SAME PREMISES CONVEYED TO** Glenn L. Finley and Amadeus Finley, husband and wife, by deed of Angeline M. Portzer, et. al. dated November 17, 2003 and appearing of record as Clearfield County Instrument No. 200321104

Said premises also being described as commercial building and two (2) acres with Clearfield County Assessment No. 711-07-000-1804.

EXHIBIT "A"

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME GLENN L. FINLEY

NO. 07-2024-CD

NOW, January 24, 2009, 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 35, 2008, I exposed the within described real estate of Glenn L. Finley And Amadeus Finley to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	19.19
LEVY	15.00
MILEAGE	19.19
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	7.56
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	38.38
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	400.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$689.32</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	353,583.78
INTEREST @ 84.5700	18,520.83
FROM 04/30/2008 TO 12/05/2008	
ATTORNEY FEES	500.00
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$372,644.61</b>

**COSTS:**

ADVERTISING	1,363.59
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	689.32
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,443.91</b>

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

LAURANCE B. SEAMAN  
ANDREW P. GATES

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

JOHN B. GATES  
(1917-1984)

(814) 765-1766  
FAX (814) 765-1488

July 28, 2008

HAND DELIVERED

Clearfield County Sheriff's Office  
Attention: Cindy Aughenbaugh  
Clearfield County Courthouse  
Clearfield, PA 16830

Re: Northwest Savings Bank vs. Glenn L. Finley and Amadeus M. Finley  
In Mortgage Foreclosure: (i) Case No. 07-2024-CD; and (ii) Case No. 07-2025-CD

Dear Cindy:

As your records will show, I am the attorney of record in the aforementioned Mortgage Foreclosure proceedings on behalf of Plaintiff, Northwest Savings Bank. At the present time, the Sheriff's Sales of the real estate subject to said Mortgages, under both cases, are presently scheduled to take place on Friday, August 1, 2008 at 10:00 o'clock a.m.

Pursuant to the authority set forth in Pa. R.C.P. §3129.3(b) and Pa.R.C.P. §3121 (a)(1), I am requesting on behalf of Northwest Savings Bank that the Sheriff's Sales in both cases be continued until the later regular sale date to occur on Friday, October 3, 2008 at 10:00 o'clock a.m. Therefore, at the time of the August 1, 2008 sales, please announce to any prospective bidders that the sales under both cases have been continued until Friday, October 3, 2008 at 10:00 o'clock a.m.

So that the parties can be assured these sales have been continued, please send both myself and Attorney Jeffrey S. DuBois a letter stating that said sales have been continued. Attorney DuBois' fax number is 375-8710.

In the event you should have any further questions, please do not hesitate to contact me.

Very truly yours,

GATES & SEAMAN

By:

  
Andrew P. Gates

APG/sjb

xc: Jeffrey S. DuBois, Esquire  
Christina Hebner, Northwest Savings Bank

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

JOHN B. GATES  
(1917-1984)

LAURANCE B. SEAMAN  
ANDREW P. GATES

(814) 765-1766  
FAX (814) 765-1488

October 1, 2008

HAND DELIVERED

Clearfield County Sheriff's Office  
Attention: Cindy Aughenbaugh  
Clearfield County Courthouse  
Clearfield, PA 16830

Re: Northwest Savings Bank vs. Glenn L. Finley and Amadeus M. Finley  
In Mortgage Foreclosure: (i) Case No. 07-2024-CD; and (ii) Case No. 07-2025-CD

Dear Cindy:

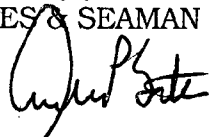
As your records will show, I am the attorney of record in the aforementioned Mortgage Foreclosure proceedings on behalf of Plaintiff, Northwest Savings Bank. As you recall, the Sheriff Sales of the real estate subject to the Bank's mortgages, under both cases, were originally scheduled to take place on Friday, August 1, 2008 at 10:00 o'clock a.m. Thereafter, the Bank requested those sales be continued until the October 3, 2008 sales date. The Bank's request was memorialized by my letter to you of July 28, 2008. As a result thereof, the sales were continued until October 3, 2008.

The Bank is now requesting the subject Sheriff Sales be continued until the December 5, 2008 sale date. The Bank has the authority to direct the Sheriff's Office to do so pursuant to Pa. R.C.P. §3129.3(b) and Pa.R.C.P. §3121(a)(1). The Bank understands since this will be the second continuance within one hundred thirty (130) days from the date of the original scheduled sale date, should any further continuances be requested, the sale will have to be readvertised, reposted and new notice given. In other words, the Bank will have to pay the Sheriff's Office more advanced costs.

Therefore, at the time of the October 3, 2008 sales, please announce to any prospective bidders that the sales under both cases have been continued until Friday, December 5, 2008 at 10:00 o'clock a.m.

So that the parties can be assured these sales have been continued, please send both myself and Attorney Jeffrey S. DuBois a letter stating that said sales have been continued. Attorney DuBois' address is 210 McCracken Run Road, DuBois, PA 15801, while his fax number is 375-8710.

In the event you should have any further questions, please do not hesitate to contact me.

Very truly yours,  
GATES & SEAMAN  
By: 

Andrew P. Gates

APG/rmr

xc: Jeffrey S. DuBois, Esquire  
Christina Briggs, Northwest Savings Bank

LAURANCE B. SEAMAN  
ANDREW P. GATES

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CLEARFIELD, PA. 16830

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JOHN B. GATES  
(1917-1984)

October 17, 2008

HAND DELIVERED

Clearfield County Sheriff's Office  
Attention: Cindy Aughenbaugh, Deputy  
Clearfield County Courthouse  
Clearfield, PA 16830

Re: Northwest Savings Bank vs. Glenn L. Finley and Amadeus M. Finley  
In Mortgage Foreclosure: (i) Case No. 07-2024-CD and Case No. 07-2025-CD  
(Assessment of poundage on amount paid to Northwest Savings Bank to continue  
and then discontinue sheriff sales)

Dear Cindy:

This letter is a follow up to our telephone conversation of October 17, 2008 regarding the  
aforementioned matter.

As I advised, after the Writs of Execution were issued on the two above mortgage foreclosure  
matters and Sheriffs Sales scheduled, Northwest Savings Bank reached an agreement with Mr. and  
Mrs. Finley that in exchange for payment to the Bank of a lump sum payment of \$20,000.00, the Bank  
agreed to continue the sheriff sales of both properties since Mr. and Mrs. Finley now had a buyer for the  
commercial property which upon closing would result in both Northwest Savings Bank mortgages being  
paid off in full. The commercial property being sold is situate in the City of DuBois and is the property  
foreclosed on in Case No. 07-2024-CD.

As we discussed, the Sheriff's Office is certainly entitled to collect poundage "...on the amount  
paid to settle or stay the Writ...or resulting from a compromise made between the Plaintiff and  
Defendant for future payment to satisfy the Writ". See 42 P.S. §21107. The case law construing this  
section makes it very clear the amount upon which poundage is to be assessed is not the principal and  
interest owed on the underlying judgment but is to be on the settlement amount paid by the judgment  
debtor to the judgment holder. In this case, poundage may be assessed on the amount paid by Mr.  
and Mrs. Finley to Northwest Savings Bank to first stay and ultimately to cancel the Sheriff's Sales.  
This position is consistent with the holdings of Pennsylvania Commonwealth Court in matters of  
Ashbridge Oil Co, Inc. v. Irons 554 A.2d 629 (Pa. Cmwlth., 1989) and Kinder-Travel, Inc. v. Estill, 834  
A.2d 1175 (Pa. Cmwlth., 2003).

Therefore, I understand poundage (which is considered a Sheriff's cost) will be assessed in the  
sum of \$400.00 (sum arrived at by multiplying the poundage rate of 2% x \$20,000.00). At your  
earliest convenience, please provide me with a proposed Sheriff's Cost bill which is to include the above  
poundage and any remaining costs existing in either case which is not covered by the Bank's initial  
deposits.

In the event you should have any further questions, please do not hesitate to contact me.

Very truly yours,  
GATES & SEAMAN

By: 

Andrew P. Gates

APG/rmr

xc: Christina Briggs, Northwest Savings Bank



LAURANCE B. SEAMAN  
ANDREW P. GATES

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CLEARFIELD, PA. 16830

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JOHN B. GATES  
(1917-1984)

October 28, 2008

HAND CARRIED

Clearfield County Sheriff's Office  
Attention: Cindy Aughenbaugh, Deputy  
Clearfield County Courthouse  
Clearfield, PA 16830

Re: Northwest Savings Bank vs. Glenn L. Finley and Amadeus M. Finley  
In Mortgage Foreclosure:  
(i) Case No. 07-2024-CD; and  
(ii) Case No. 07-2025-CD

Dear Cindy:

On this date, we filed with the Prothonotary Praecipes to have both the above-captioned matters marked "settled, discontinued and ended". For your files, certified copies of both Praecipes are enclosed.

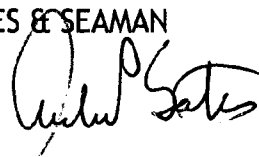
Since both of these cases have been settled and discontinued, you may remove both these matters from the December 5, 2008 sale list. Additionally, at your earliest convenience, please provide final Sheriff's Statements relative to the \$2,500.00 deposits made by Northwest Savings Bank on both cases. The \$400.00 poundage fee should be shown in Case No. 07-2024-CD.

In the event you should have any further questions, please do not hesitate to contact me.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/sjb

xc: Christina Briggs, Northwest Savings Bank