

08-242-CD
Northwest Savings vs Jay Rodi

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

JAY P. RODI,

Defendant

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

) CIVIL ACTION-LAW
)

) NO. 08-242-CD
)

)
)

TO: Jay P. Rodi
358 Wrigley Street
Clearfield, PA 16830

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may 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 rights important to you.


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

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

Date: ~~January~~ February 8, 2008

BY:


Mark G. Claypool, Esquire
PA I.D. No. 63199
Attorneys for Plaintiff
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

757920

m 110:47
Atty pd. \$ 95.00
3cc Sheriff
1cc Atty

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

JAY P. RODI,

Defendant

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

)
) CIVIL ACTION-LAW

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) NO.

)
)

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, this 8th day of ~~January~~^{February}, 2008, comes the Plaintiff, Northwest Savings Bank, by and through its counsel, Knox McLaughlin Gornall & Sennett, P.C., and brings this action in Mortgage Foreclosure against Jay P. Rodi, ("Defendant"), upon a cause of action described as follows:

1. Plaintiff is a Pennsylvania state chartered bank maintaining a mailing address of 100 Liberty Street, P.O. Box 128, Warren, Pennsylvania 16365.

2. The Defendant is an adult individual maintaining an address of 358 Wrigley Street, Clearfield, Pennsylvania 16830.

3. The Defendant is the owner of two real properties commonly known as 358 Wrigley Street (formerly 75 Wrigley Street) Clearfield, Pennsylvania 16830 and 460 Spruce Street, Clearfield, Pennsylvania 16830 as described herein on Exhibit A, attached hereto (collectively the "Real Property").

4. On or about December 12, 2002, the Defendant, in consideration of a loan made by the Plaintiff to the Defendant, made, executed, acknowledged, and delivered to the Plaintiff a mortgage (the "Mortgage") and a Note ("the "Note") accompanying the same, in an original amount of \$169,758.31. A copy of the Mortgage is attached hereto as Exhibit B, and a copy of the Note is attached hereto collectively as Exhibit C. By virtue of the Note and the Mortgage,

the Defendant agreed to pay to the Plaintiff according to the terms of the Note above described. The Mortgage was recorded in the Clearfield County Recorders Office in Clearfield County, Pennsylvania at Instrument # 200219969.

5. The Mortgage is in default by virtue of the fact that the Defendant is arrears in a total amount equivalent to at least two (2) consecutive monthly payments which pursuant to the terms of said Mortgage constitutes a default. Pursuant to the Mortgage, said default at the option of the Plaintiff renders payable the entire balance of the principal and the Plaintiff does hereby exercise said option and declares the entire balance of principal and interest due and payable forthwith. Said balance is calculated as follows:

Balance due on Mortgage principal	\$136,273.43
Amount due on Interest to 11/30/07	4,565.24
15% collection fee	20,441.01
Costs	to be added
Late fees	<u>998.14</u>
Total due	\$162,277.82

With interest on \$136,273.43 at the Note rate from November 30, 2007 with a per diem of \$26.497611 costs, fees, and attorneys fees continue to accrue.


6. Notice of Intention to Foreclose Mortgage pursuant to Section 403 of Act 6 of the General Assembly of Pennsylvania, enacted on January 30, 1974 and a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983 was served on Defendant on August 17, 2007, a copy of which is attached as Exhibit D and incorporated by reference.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$162,277.82 plus interest from November 30, 2007 at the Note rate, attorneys' fees, costs of suit and sheriff's sale, and asks that the Plaintiff be granted such other and further relief as is necessary and just.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for Plaintiff, Northwest Savings Bank

BY:


Mark G. Claypool, Esquire
PA I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

757920

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

JAY P. RODI,

Defendant

) IN THE COURT OF COMMON PLEAS OF
) CLEARFIELD COUNTY, PENNSYLVANIA
)
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)
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LEGAL DESCRIPTION

COUNTY PARCEL NO. 123-K8-244-38.1 – 358 WRIGLEY STREET

BEGINNING at the intersection of Wrigley Street and an unnamed alley; thence in a Northeastern direction along the Eastern side of Wrigley Street 200 feet to a stake which marks the Southwestern corner of Lot #139; thence along same in a Southeastern direction, 135 feet, more or less, to another unnamed alley; thence in a Southwestern direction along the western side of said last mentioned alley, 212.8 feet, more or less, to the intersection of said two unnamed alleys; thence in a Northwestern direction along said first above mentioned unnamed alley to place of beginning.

BEING the same premises conveyed to Jack D. Rodi by deed dated January 11, 1999 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on January 26, 1999 at Instrument No. 199901193 and being known as 123-K8-244-38.1

COUNTY PARCEL NO. 4.2-K8-234-1 – 460 SPRUCE STREET

ALL that certain lot or piece of ground situated in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Ridge Road now known as Spruce Street 40 feet from the line of lot now or formerly of Mrs. R. Alexander; thence by Spruce Street North 37.5° East 154 feet, more or less, to corner of lot now or formerly of Willis D. Ardary; thence by said lot South 52.5° East 200 feet to an alley; thence by said alley South 37.5° West 32 feet, more or less, to a street; thence by said street North 84.5° West 234 feet, more or less, to the place of beginning.


BEING the same premises conveyed to Jay P. Rodi by Deed dated June 29, 2000 and recorded on July 15, 2000 in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania at Instrument No. 200009234 and being known as 4.2-K8-234-1.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

Attorneys for Plaintiff, Northwest Savings Bank

BY:


Mark G. Claypool, Esquire

PA I.D. No. 63199

120 West Tenth Street

Erie, Pennsylvania 16501-1461

(814) 459-2800

Open-End Mortgage

(THIS MORTGAGE SECURES FUTURE ADVANCES)

Made this day, 12/12/2002 . Between

Jay P. Rodi

(hereinafter called "Mortgagor"), a

Business Individual

having its principal

place of business in/residence at

75 Wrigley St., Clearfield, PA 16830

AND

NORTHWEST SAVINGS BANK, (hereinafter called "Mortgagee"), a State Chartered Stock Savings Bank organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business in Warren, Pennsylvania.

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Note (hereinafter called the "Note") or Guaranty Agreement ("Guaranty") of even date herewith, payable to the order of Mortgagee in the principal sum of \$169,758.31, lawful money of the United States of America, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference;

Now, Therefore, Mortgagor, in consideration of said debt or principal sum, and renewals thereof, and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

A collateral mortgage on real estate located at 75 Wrigley St. & 460 Spruce St., Clearfield, Clearfield County, Pennsylvania (see attached deed; Exhibit A) as further described in, Clearfield County, Pennsylvania
Deed Book _____ Page _____ Or Insert Legal Description if this is a purchase money mortgage:

Description Attached

Together with (a) all and singular the buildings and improvements now or hereafter erected on said property, as well as all replacements, alterations and additions now or hereafter made thereto, (b) any and all fixtures, furniture, furnishings and equipment of any nature whatsoever, real, personal or mixed, now or hereafter installed or located in or upon said property and all building materials, equipment, appliances and fixtures now or hereafter owned by Mortgagor which are intended to be, or are, used in improving said property or in constructing, equipping or operating any improvements thereon, all of which regardless of whether or not physically affixed to said property, and if affixed, regardless of the degree of affixation, shall be deemed to be accessory to the freehold and part of the realty as between Mortgagee and Mortgagor, their respective successors and assigns, and all persons claiming through them, including creditors; (c) all streets, passages, ways, easements, water, water rights, water stock and water courses, rights, liberties privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining; (d) the reversions, remainders, rents, issues and profits thereof including all leases now or hereafter entered into covering any part of said property; (e) royalties, mineral, oil and gas rights and profits thereof; and (f) all estate, right, title interest, property, claim and demand whatsoever of Mortgagor in law, equity or otherwise of, in and to the same and every part thereof. (All of the above being sometimes referred to collectively herein as the "Mortgaged Property.") Should the premises or any part thereof be used in manufacturing or a similar industry, the real estate and personal property necessary to the plant as a going concern shall be subject to the lien of this Mortgage. Mortgagor does hereby create in favor of Mortgagee, a security interest in and to: inventory, accounts receivable, equipment, furniture and fixtures, contract rights and the insurance proceeds from any of the above, and all cash, deposit and credit balances due mortgagor, all securities, stocks, bonds, note and certificates of deposit: all present and future as to each item listed, and the proceeds thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged premises and pay and discharge all mechanics' liens which may be filed against said premises and which shall or might, have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interests may appear, in the event of foreclosure of this Mortgage or other transfer of

County Parcel No. 4.2-K8-234-1

DEED

THIS INDENTURE made the 29th day of June, 2000 BETWEEN
RICHARD M. LENHART and MONA M. LENHART, husband and wife, of 460
Spruce Street, Clearfield, Pennsylvania, 16830, Parties of the
First Part, hereinafter referred to as "GRANTORS",

AND

JAY P. RODI, an individual, of 75 Wrigley Street, Clearfield,
Pennsylvania, party of the Second Part, hereinafter referred to as
"GRANTEE",

WITNESSETH, that the said parties of the first part, in
consideration of the sum of One Hundred Forty Thousand
(\$140,000.00) DOLLARS to them now paid by the party of the second
part, do grant, bargain, sell and convey unto the party of the
second part, his heirs, executors and assigns,

ALL that certain lot or piece of ground situated in the Second
Ward of the Borough of Clearfield, Clearfield County,
Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Ridge Road now known as
Spruce Street 40 feet from the line of lot now or
formerly of Mrs. R. Alexander; thence by Spruce Street
North 37.5° East 154 feet, more or less, to corner of
lot now or formerly of Willis D. Ardary; thence by said
lot South 52.5° East 200 feet to an alley; thence by
said alley South 37.5° West 32 feet, more or less, to a
street; thence by said street North 84.5° West 234
feet, more or less, to the place of beginning.

THIS DEED RECORDED WITH
BOROUGH OF CLEARFIELD
Patricia K. Howell
Borough Secretary

County Parcel No.: 123-K8-244-38.1

NTS

THIS DEED

MADE the 11th day of January in the year nineteen hundred and ninety-nine (1999)

BETWEEN JACK D. RODI and BERTHA E. RODI, husband and wife, whose address is 75 Wrigley Street, Clearfield, Pennsylvania 16830, parties of the first part, hereinafter referred to as "grantors";

A N D

JAY P. RODI, a single adult individual, whose address is 75 Wrigley Street, Clearfield, Pennsylvania 16830, party of the second part, hereinafter referred to as "grantee"

WITNESSETH, that in consideration of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, his heirs, successors and assigns, forever,

ALL those four certain lots situate in Lawrence Township, Clearfield County, Pennsylvania known as Lots 135, 136, 137 and 138 of Block 11, as shown on the amended plot of Wrigley and Woolridge Addition, as filed in the Office for the Recording of Deeds in Clearfield County in Miscellaneous Book 27, Page 257, bounded and described as follows:

BEGINNING at the intersection of Wrigley Street and an unnamed alley; thence in a Northeastern direction along the Eastern side of Wrigley Street 200 feet to a stake which marks the Southwestern corner of Lot #139; thence along same in a Southeastern direction, 135 feet, more or less, to another unnamed alley; thence in a Southwestern direction along the western side of said last mentioned alley, 212.8 feet, more or less, to the intersection of said two unnamed alleys; thence in a Northwestern direction along said first above mentioned unnamed alley to place of beginning.

BEING the same premises which Ora Pauline Hatch and Donald Monroe Hatch, her husband, granted and conveyed to Jack D. Rodi and Bertha E. Rodi, his wife, grantors herein, under a deed dated July 6, 1964 which is recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 509, Page 113.

The execution and delivery of this deed evidences a grant and conveyance of real estate from father and mother to son. Accordingly, the recording of this deed is exempt

BEING the same premises conveyed to the Grantors herein by deed of County National Bank, Guardian of the Estate of Agnes E. Lanich dated January 18, 1977 and recorded in Clearfield County Deed Book 760, page 317.

with the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said party of the second part, his heirs, executors and assigns forever, And the said parties of the first part for themselves, their heirs, executors and administrators covenant with the said party of the second part his heirs, executors and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1990, OCT. 10, P.L. 874, NO. 156 §1.

WITNESS

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

title to the property covered hereby in lieu of foreclosure, all right, title and interest of the Mortgagor in and to any and all insurance policies then in effect concerning this property, and all sums due thereunder, shall pass to the purchaser at judicial sale or the Mortgagee, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges.

(2) The Mortgagee may at its option require that sums sufficient to discharge to charges covered in Paragraph 1 hereof be paid in installments to the Mortgagee concurrently with the regular installments of principal and interest due hereunder. Such added installments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand of the Mortgagee, the Mortgagor agrees to deliver to the Mortgagee such additional monies as are necessary to make up any deficiency in the amount necessary to enable the Mortgagee to pay the items covered in Paragraph 1 hereof. In the event of a default by the Mortgagor in the performance of any of the terms, covenants or conditions herein or in the evidence of the debt secured hereby, the Mortgagee may credit to the indebtedness secured hereby, in such manner as the Mortgagee shall determine, any monies on hand, to the Mortgagors credit paid under the terms of this paragraph.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (1) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge.

(6) That should the premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceedings, or under the right of eminent domain, or in any other manner, the Mortgagee shall be entitled to appear in, and prosecute in its own name any action or proceedings, or to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, right of action, and proceeds are hereby assigned to the Mortgagee, who may after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it or apply the same on any indebtedness secured hereby. The Mortgagor agrees to execute such further assignment of any compensation, awards, damages, and rights of action and proceeds as the Mortgagee may require.

(7) If at any time prior to repayment in full of the indebtedness secured hereby and without prior written consent of Mortgagee, Mortgagor sells or otherwise transfers the mortgaged premises or any portion thereof, the entire unpaid balance of the indebtedness secured hereby shall at the option of the Mortgagee and without notice become due and payable to the same extent as if payment has been demanded at maturity and payment had been refused. The aforementioned prohibition against selling or transferring title to the mortgaged premises includes but is not limited to a sale under an Article of Agreement, the change of ownership by transfer of capital stock, or any other form of assumption.

(8) The indebtedness secured hereby shall be immediately due and payable in the event: (a) The Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against it, in which an order for relief is entered or which remains undismissed for a period of thirty days or more; or the Borrower by any act or omission shall indicate its consent to approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for it or any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty days or more; or (b) The Borrower shall generally not pay its debts as such debts become due; or (c) The Borrower shall have concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall have suffered or permitted, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or distraint which is not vacated within thirty days from the date hereof.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in performance by Mortgagor of any of the other obligations of the Note of this Mortgage, or if any of the representations herein shall prove untrue, the entire unpaid balance of said principal sum, and all other sums paid by Mortgagee pursuant to the notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of same, together with costs of suit and an attorney's commission for collection of fifteen percent (15%) of the total indebtedness or \$350 whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemption from levy and sale of any property that now or hereafter may be exempted by law. In case of such default, Mortgagee may thereupon or at any time thereafter, exercise concurrently or otherwise, any and all remedies available to Mortgagee hereunder or under the Note or available by law, equity, statute or otherwise.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective successors and assigns.

Mortgagor represents and warrants to Mortgagee that (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (b) it is duly qualified to do business and is in good standing in the state in which the Mortgaged Property is located, (c) it has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by this Mortgage and the Note and (d) the execution and delivery of this Mortgage, the issuance, execution and delivery of the Note, the making of the borrowing contemplated by the provisions of the Note and this Mortgage, and the performance and observance of the terms, covenants, agreements and provisions of the Note and this Mortgage have duly been authorized by all necessary action on the part of Mortgagor and will not conflict with or result in a breach of any of the terms, conditions or provisions of the articles of incorporation or by laws of Mortgagor, if Mortgagor is a corporation, or of any law or of any regulation, order, writ, injunction or decree of any court or governmental instrumentality or agency or of any agreement or instrument to which Mortgagor is a party or by which it is bound or to which it is subject, or constitute a default thereunder or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the Mortgaged Property pursuant to the terms of any such agreement or instrument, and (e) this Mortgage and the Note, when duly executed and delivered by Mortgagor pursuant to the provisions hereof and thereof, will constitute valid and binding obligations of Mortgagor enforceable in accordance with their respective terms.

Mortgagor further represents, warrants and covenants that it has good and marketable title in and to the Mortgaged Property; that Mortgagor has the right, full power and lawful authority to grant, bargain, sell, mortgage, convey, alienate, enfeoff, release, confirm, assign, transfer and set over the same to

Mortgagee in the manner and form herein done; that Mortgagee, its successors and assigns will quietly enjoy and possess the same to the extent provided in this Mortgage; that Mortgagor will warrant and defend the right, title and interest to all the Mortgaged Property against all claims.

Mortgagor at its expense shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, directions and requirements of all federal, state and local legislative, executive, administrative or judicial bodies departments, commissions, boards and officers, or of any national or local insurance underwriters, or of any other body or person exercising functions similar to those of any of the boards and officers, or of any national or local insurance underwriters, or of any other body or person exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Mortgage Property, or any part thereof or to the use thereof, and shall promptly comply with all requirements of any covenant, right or benefit appurtenant to the Mortgaged Property, regardless of whether or not such compliance shall necessitate structural changes or improvements to the Mortgaged Property, or the removal of any encroachments or projections, ornamental, structural or otherwise, onto or over the streets adjacent to the Mortgaged Property, or onto or over property contiguous or adjacent thereto. Mortgagor also shall promptly acquire any additional rights or take any additional action needed at any time to enable the Mortgaged Property to serve for the purposes intended. If Mortgagor defaults in complying with any such laws or other requirements or in taking such additional action, Mortgagee may, at the option of Mortgagee, cause such compliance or take such additional action and Mortgagor will reimburse Mortgagee for any costs thereof, with interest from the time of the payment of such costs on demand, and the same shall be added to and become part of the principal indebtedness of Mortgagor hereunder and shall be secured in all respects hereby as if part of the original indebtedness evidenced by the Note.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future in respect of the Mortgaged Property or any part thereof, together with all rents to become due under such leases. This assignment, however, shall be operative only in the event of the occurrence of an Event of Default, and in any such case Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent, for Mortgagor, with power to take possession of, and to collect, all rents arising from the Mortgaged Property, and apply such rents, at the option of Mortgagee, to the payment of the sums secured hereby, taxes, costs of maintenance, repairs, expenses incident to managing and other expenses, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as affirmation of the tenant or lease in the event Mortgagor's title to the Mortgaged Property should be acquired by Mortgagee. Mortgages shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers in this Paragraph contained, Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof.

The rights and remedies of Mortgagee as provided herein, or in the Note, and that warrant therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Any failure by Mortgagee to insist upon the strict performance by Mortgagor or any of the terms, covenants, agreements, conditions or provisions hereof shall not be deemed to be a waiver thereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms, covenants, agreements, conditions, promises and provisions of this Mortgage to be performed by Mortgagor.

A notice which is mailed by certified mail, postage prepaid, return receipt requested, addressed if to Mortgagor at the Mortgaged Property or at such other address as Mortgagor may hereafter designate to Mortgagee in writing, or addressed if to Mortgagee at any of its branch offices or at such other address as Mortgagee may hereafter designate to Mortgagor in writing, shall be sufficient notice when required or permitted under this Mortgage.

Time is of the essence of this Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

WITNESS:

By: _____

MORTGAGOR:

Jay P. Rodi

By: _____

STATE OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

) ss:

On this day, 12/12/2002 before me, personally came Jay P. Rodi, to me known, who being by me duly sworn, did depose and say that (s)he/they executed the foregoing instrument for the purposes therein stated.

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

My Commission expires:

Notarial Seal
Roberta J. McGary, Notary Public
Lawrence Twp., Clearfield County
My Commission Expires Nov. 13, 2004

TITLE OF OFFICER

I hereby certify that the precise address of the Lender (Mortgagee) is Liberty and Second Streets, Warren, PA 16365.

(Space below this Line Reserved for Lender and Recorder)

STATE OF

Mortgage

TO

NORTHWEST
SAVINGS BANK

Loan No. 1555008869

STATE OF

COUNTY OF

Recorded on this

day

of

, A.D.

, in the

Recorder's Office of said County, in Mortgage Book,

Vol.

, Page

Given under my hand and seal of the said office, the day
and year aforesaid.

Recorder

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200219969

RECORDED ON

Dec 13, 2002
11:45:10 AM

Total Pages: 7

RECORDING FEES - \$19.00

REORDER

COUNTY IMPROVEMENT \$2.00

FUND

REORDER IMPROVEMENT \$3.00

FUND

JCS/ACCESS TO \$10.00

JUSTICE

STATE WRIT TAX \$0.50

TOTAL

\$34.50

CUSTOMER

NORTHWEST SAVINGS BANK

TERM NOTE

(Variable Rate)

\$169,758.31

12/12/2002

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND
 HEREBY, the Undersigned,

Jay P Rodi

("Borrower"), hereby promises to pay to the order of NORTHWEST SAVINGS BANK
 ("Bank"), or its assigns, in lawful money of the United States of America at its office in
 Clearfield, PA 16830

the sum of \$169,758.31 plus interest thereon accruing from the date hereof to
 be payable as follows:

- (i) Interest shall be payable on the outstanding principal balance at a rate equal to
7.000% for the first Sixty (60) months of the Loan.

The rate of interest will be adjusted during the term of the Note on
December 12, 2007 and every Sixty (60) months thereafter
 (the "Change Date") until maturity. The rate at each Change Date will be
 adjusted to the monthly average yield of U.S. Treasury Securities, adjusted to
 a constant maturity of Five (5) years as published forty-five
 (45) days prior to each Change Date, by the Federal Reserve Bank plus
3.500% rounded up to the nearest 0.250%. The Lender may at
 its option, modify the payment one month after the Change Date to amortize
 the principal balance over the remaining term of the loan.

- (ii) Commencing on January 12, 2003 and on the same day of each month
 thereafter for a total of 180 months, payments shall be due in
 the amount of \$1,535.50 representing blended principal and
 interest in an amount which amortizes the principal balance over a
180 month period.

- (iii) The entire outstanding balance of principal shall be payable on
December 12, 2017 ("Maturity Date") together with accrued interest then
 outstanding, if not sooner paid.

- (iv) The annual interest rate for this Note is computed on a 365/360 basis; that is,
 by applying the ratio of the annual interest rate over a year of 360 days,
 multiplied by the outstanding principal balance, multiplied by the actual
 number of days the principal balance is outstanding. Borrower will pay
 Lender at Lender's address shown above or at such other place as Lender may

designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

- (v) Any and all partial prepayments shall be applied on the principal balance due. There shall be no prepayment fee.

Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower 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 any and all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired. (i) Lender in good faith deems itself insecure.

Borrower shall pay to Bank a late charge of five (5%) percent of any monthly payment not received by Bank within fifteen (15) days after the payment is due.

This Note is secured by a:

- ☐ Security Agreement of even date herewith, granting a lien on the Borrower's personal property described therein.
- ☒ Mortgage of even date herewith, granting a lien on the real estate described therein.
- ☐ Unsecured.

Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

Borrower hereby authorizes and empowers any attorney of any court of record of Pennsylvania or elsewhere to appear for it and to confess judgment against it, and in favor of Bank, as of any term, with or without declaration filed, for the entire amount of this Note then remaining unpaid, all arrearages of interest thereon, and any other amounts due the Bank pursuant to the terms hereof and of the Loan Agreement, with costs of suit and with an attorney's commission for collection of fifteen (15%) percent of the principal amount hereof, or Three Hundred Fifty Dollars (\$350.00), whichever is the larger amount; and with respect to any judgment entered hereon, Borrower waives, in regard to any real or personal property levied upon, any right of appraisal, exemption or stay of execution under any law now in force or hereafter enacted, the right of appeal, and does release all errors. No single exercise of the power to confess judgment shall be deemed to exhaust the power and whether or not any such exercise shall be held by any court valid, voidable or void, the power shall continue undiminished and it may be exercised from time to time as often as Bank shall elect until such time as any holder hereof shall receive payment in full of the principal sum together with interest and costs.

Borrower expressly agrees that no renewal or extension hereof granted, nor any indulgence shown to Borrower, nor any dealings between Bank and any person now or hereafter interested herein or in any property, tangible or intangible, securing the indebtedness evidenced by this Note, whether as owner, encumbrancer or otherwise, shall discharge, extend or in any way affect any of its obligations under this Note.

The remedies of this Note and any other documents evidencing or securing this indebtedness providing for the enforcement of the payment of the principal sum thereby secured, together with interest thereon, and for the performance of the covenants, conditions and agreements, matters and things therein and herein contained, are cumulative and concurrent and may be pursued singly, or successively, or together at the sole discretion of Bank, and may be exercised as often as occasion therefore shall occur.

Bank's failure to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any subsequent time. No agreement with respect to this Note or any collateral shall be binding upon Bank unless signed by it.

The Borrower agrees to pay all costs of collection hereof, including reasonable attorney's fees.

This Note inures to the benefit of the Bank, its successors and assigns, and is binding upon the Borrower, its successors and assigns. The Bank may transfer this Note and may transfer any collateral given under this Note to any transferee, who shall thereupon become vested with all the powers and rights given to the Bank under this Note, and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility arising under this Note.

WITNESS:

By: 

BORROWER:

Jay P Rodi

By: 

Loan number 1555008869

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: 8/17/07

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE the program works.

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

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

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

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

HOMEOWNER'S NAME(S):	Jay P. Rodi
PROPERTY ADDRESS:	358 Wrigley Street Clearfield, PA 1555008869
LOAN ACCT. NO.:	1555008869
ORIGINAL LENDER:	Northwest Savings Bank
CURRENT LENDER/SERVICER:	Northwest Savings Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE—Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES—If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE—Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION—Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date.)

NATURE OF THE DEFAULT—The MORTGAGE debt held by the above lender on your property located at:

358 Wrigley Street, Clearfield, PA

IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:
- Monthly payments of \$1,458.72 for 5/12/07 & \$1,535.50 for 6/12/07, 7/12/07 & 8/12/07

Other charges (explain/itemize): 921.36 late fees

TOTAL AMOUNT PAST DUE \$6,986.58

- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):
- Bring these loans current

HOW TO CURE THE DEFAULT—You may cure the default within Thirty (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$ 6,986.58 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Northwest Savings Bank
Attn: Credit Review
100 Liberty Street
PO Box 128
Warren, PA 16365

You can cure any other default by taking the following action within Thirty (30) DAYS of the date of this letter. (Do not use if not applicable.)

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE—If you have not cured the default within the Fifteen (15) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Northwest Savings Bank
Address: PO Box 128, Warren, PA. 16365
Phone Number: 814—728—7564
Fax Number: 814—728—7713
Contact Person: Cathy Graves

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

ASSUMPTION OF MORTGAGE—You ☐ may or ☒ may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

☒ CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

Indiana Co. Comm Action Progm
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

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

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

CCCS of Northeastern PA
208 Hamilton Ave, Suite 1
Hamilton Square Plaza
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

JAY P. RODI,

Defendant

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

) CIVIL ACTION-LAW
)

) NO.
)
)

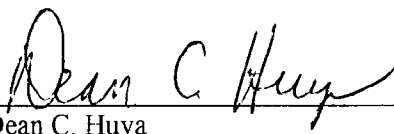
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF WARREN)

SS:

On this, the 15th day of January, 2008, Dean C. Huya, the undersigned, states that he is the Vice President of Credit Review of the Plaintiff, Northwest Savings Bank, that he is authorized to make this affidavit on behalf of the Plaintiff, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct, to the best of his information, knowledge and belief, subject to the penalties of 18, PA.C.S. §4904 relating to unsworn falsification to authorities.



Dean C. Huya

NORTHWEST SAVINGS BANK,)	IN THE COURT OF COMMON PLEAS OF
)	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)	
)	
vs.)	CIVIL ACTION-LAW
)	
JAY P. RODI,)	NO.
)	
Defendant)	

AFFIDAVIT OF MAILING

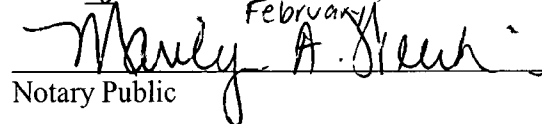
COMMONWEALTH OF PENNSYLVANIA)	
)	SS:
COUNTY OF ERIE)	

Mark G. Claypool, being duly sworn according to law, deposes and states that he is the Attorney for the Plaintiff in the above-captioned matter and that to the best of his information, knowledge and belief, upon information supplied by his principal the name and last known address of the owner and the Defendant is as follows:

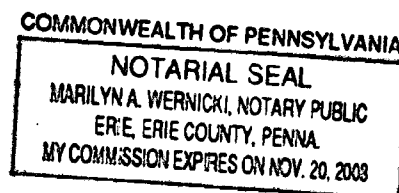
Jay P. Rodi
358 Wrigley Street
Clearfield, PA 16830


Mark G. Claypool

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 8 DAY OF ~~JANUARY~~ ^{February}, 2008.


Notary Public

757920



NORTHWEST SAVINGS BANK,

Plaintiff

vs.

JAY P. RODI,

Defendant

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

)
) CIVIL ACTION-LAW

)
) NO.

)
)
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)

) SS:

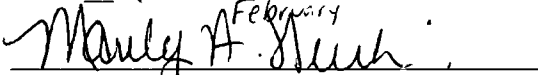
COUNTY OF ERIE)

Before me, the undersigned a notary public, in and for the County and Commonwealth above, personally appeared Mark G. Claypool, Esquire, Attorney for Northwest Savings Bank, who being duly sworn by law, deposes and says that to the best of his knowledge, information and belief the Defendant is not in the military service of the United States of America and that this Affidavit is being supplied according to information furnished to the undersigned by the Plaintiff, above described.

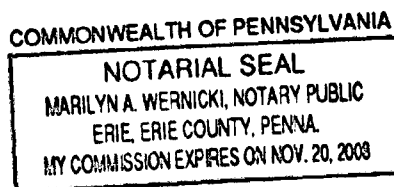

Mark G. Claypool

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 8 DAY OF ~~JANUARY~~ ^{February}, 2008.


Notary Public

757920



NORTHWEST SAVINGS BANK,

Plaintiff

vs.

JAY P. RODI,

Defendant

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

) CIVIL ACTION-LAW
)

) NO.
)
)

NOTICE OF INTENTION TO FORECLOSE

DATE: February 8, 2008

This is to certify that to the best of the undersigned's knowledge, information and belief all notice is required to be given to the Defendant in accordance with the Acts of Assembly of the Commonwealth of Pennsylvania, and Pennsylvania Rules of Civil Procedure has been given as described in the Complaint filed herein.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

Attorneys for Plaintiff, Northwest Savings Bank

BY:



Mark G. Claypool, Esquire

PA I.D. No. 63199

120 West Tenth Street

Erie, Pennsylvania 16501-1461

(814) 459-2800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103751
NO: 08-242-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK
vs.
DEFENDANT: JAY P. RODI

SHERIFF RETURN

NOW, February 20, 2008 AT 11:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAY P. RODI DEFENDANT AT OTHER 460 SPRUCE ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BERTHA RODI, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
013:12811
JUN 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103751
NO: 08-242-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK
vs.
DEFENDANT: JAY P. RODI

SHERIFF RETURN

NOW, February 20, 2008 AT 11:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT DEFENDANT AT OTHER 460 SPRUCE ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BERTHA RODI, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

358 WRIGLEY ST., CLEARFIELD, PA. "OCCUPIED"

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103751
NO: 08-242-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: JAY P. RODI

SHERIFF RETURN

NOW, February 20, 2008 AT 11:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT DEFENDANT AT RESIDENCE 460 SPRUCE ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BERTHA RODI, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103751
NO: 08-242-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK
vs.
DEFENDANT: JAY P. RODI

SHERIFF RETURN

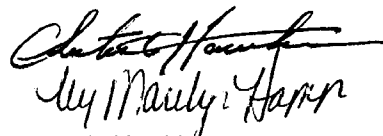
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KNOX	083801	30.00
SHERIFF HAWKINS	KNOX	083801	32.00

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

Defendant

NO. 08-242-CD

1 CFH+ to A+n

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

JAY P. RODI,

Defendant

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

) CIVIL ACTION-LAW

) NO. 08-242-CD

RECEIVED
JAN 02 2009
5 m/11:55pm
Prothonotary/Clerk of Courts
P. C. H. H. H.

**PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION
AND/OR TERMINATION**

TO THE PROTHONOTARY:

You are hereby authorized, empowered, and directed to enter, as indicated, the following
on the records thereof:

- A.1. _____ The within suit is Settled, Discontinued, Ended and costs paid.
2. _____ The within suit is Settled, Discontinued, Ended WITH Prejudice and costs paid.
3. X _____ The within suit is Settled, Discontinued, Ended WITHOUT Prejudice and costs paid.
- B.1. _____ Satisfaction of the Award in the within suit is acknowledged.
2. _____ Satisfaction of Judgment, with interest and costs, in the within matter is acknowledged.
- C. _____ Other:

DATE: January 30, 2009

Mark G. Claypool Esq.

Mark G. Claypool, Esquire

COST PAYMENT VERIFICATION

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED
UNTIL ALL COSTS HAVE BEEN PAID. INCLUDING SHERIFF'S COSTS; AND HEREBY
VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE
STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa.C.S.
SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Mark G. Claypool

Mark G. Claypool, Esquire

796671

cc: Jay P. Rodi

Cathy Graves, Special Assets
Northwest Savings Bank