

08-308-CD  
Northwest vs Double Singer Inc. al

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)  
)

) NO. 2008-308-CD  
)  
)  
)

**FILED**

FEB 25 2008

W-19105/W

William A. Shaw  
Prothonotary/Clerk of Courts

2 CENT TO SHRP

1 CENT TO ATT

TO: Double E. Singer, Inc.  
Attention: Frederick L. Painter  
2489 Curwensville-Grampian Highway  
PO Box 42  
Grampian, PA 16838

**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.

Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY:

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

Date: February 21, 2008

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

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DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

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) IN THE COURT OF COMMON PLEAS OF  
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)

) CIVIL ACTION-LAW  
)

) NO.  
)  
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**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, this 21 day of February, 2008, comes the Plaintiff, Northwest Savings Bank as successor by merger to CSB Bank ("Plaintiff"), by and through its counsel, Knox McLaughlin Gornall & Sennett, P.C., and brings this action in Mortgage Foreclosure against Double E. Singer, Inc., ("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 a Pennsylvania Corporation maintaining an address of 2489 Curwensville-Grampian Highway, PO Box 42, Grampian, PA 16838.

3. The Defendant is the owner of real property commonly known as, 2489 Curwensville-Grampian Highway, PO Box 42, Grampian, Pennsylvania, as described herein on Exhibit A, attached hereto (the "Real Property").

4. On or about August 7, 2006, 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 Promissory Note ("the "Note") accompanying the same, in an

original amount of \$128,000. A copy of the Mortgage is attached hereto as Exhibit B, and a copy of the Note as extended and/or modified 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 Records Office in Clearfield County, Pennsylvania at Instrument No. 200613252.

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	\$124,138.18
Amount due on Interest to 01/29/2008	3,330.45
Attorneys' fees	to be added
Costs	to be added
Late fees	<u>190.47</u>
Total Due	\$127,659.10

With interest on \$124,138.18 at the Note rate from January 29, 2008, with a per diem of \$29.79, interest, costs, fees, and attorneys fees continue to accrue.

6. No Notice of Intention to Foreclose Mortgage pursuant to Section 403 of Act 6 of the General Assembly of Pennsylvania, enacted on January 30, 1974 nor any Notice of Homeowner's Emergency Mortgage Assistance Act of 1983 is required because the Real Property involved is commercial non-owner occupied real property and the original loan was in an amount in excess of \$50,000.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$127,659.10 plus interest from January 29, 2008 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.

BY: 

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

Attorneys for Plaintiff, Northwest Savings  
Bank as successor by merger to CSB Bank

kv# 766675

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

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)  
)

) CIVIL ACTION-LAW  
)  
)

) NO.  
)  
)  
)

### LEGAL DESCRIPTION

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

BEGINNING at a point on the North bank of Kratzer Run where said bank intersects the East line of a tract belonging to the Harbison-Walker Refractories Company on which is their Stronach Fire Brick Plant; thence by said Harbison-Walker Company line North one degree forty-five minutes East three hundred seventy-five and five tenths (375.5) feet to a post on the right-of-way of the Harbison-Walker Refractories Company branch of the B.R.&P Railroad, said point being sixteen and five tenths (16.5) feet South of the center of said Railroad branch; thence along said right-of-way line in a northeasterly direction and in a northerly direction to the switchback; thence along the right-of-way line of said switchback southeasterly to the intersection with the East Branch of Fenton Run; thence down the said Fenton Run along its West bank the various courses to junction with Kratzer Run; thence following the various courses up the North bank of Kratzer Run to the place of beginning. Containing 9.79 acres.

ALSO excepting and reserving therefrom that portion of the above described premises taken by the Commonwealth of Pennsylvania for the purpose of relocating the right of way of Highway Route 322 as set out in a Deed of release and quit claim dated July 8, 1950.

ALSO excepting and reserving the following portion of the above described premises heretofore conveyed by Verna Munchak:

1. Verna Munchak, widow to William Freeman, Trustee for Stony Point Camp, an unincorporated association, Deed dated August 12, 1960 in Deed Book Volume 484, Page 695.
2. Verna Munchak, widow to William J. Spencer and Irene V. Spencer, Deed dated and recorded on September 20, 1962 in Deed Book Volume 498, Page 078.
3. Verna Munchak, widow, to William L. Freeman, Deed dated August 17, 1968 and recorded September 17, 1968 in Deed Book Volume 540, Page 679.

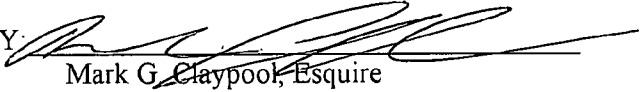
Being identified in the Mapping and Assessment Office of Clearfield County as Tax Map No. 16-G10-000-00026.

BEING the same premises conveyed to Double E. Singer, Inc. by deed dated August 7, 2006 and recorded August 7, 2006 in Clearfield County, Pennsylvania at Instrument No. 200613251 and bearing Clearfield County Index No. 126-G10-000026.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY:



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

Attorneys for Plaintiff, Northwest Savings  
Bank as successor by merger to CSB Bank

kv# 766675

**Exhibit A**

**Parcel Identification  
Number:**  
126-0-G100-0000026

**RECORDATION  
REQUESTED BY:**  
CSB BANK  
River Road Office  
1900 River Road  
Clearfield, PA 16830

**FOR RECORDER'S USE ONLY**

**MORTGAGE  
THIS IS A PURCHASE MONEY MORTGAGE**

**Amount Secured Hereby: \$128,000.00**

**THIS MORTGAGE dated August 7, 2006, is made and executed between Double E. Singer, Inc., whose address is PO Box 42, Grampian, PA 16838 (referred to below as "Grantor") and CSB BANK, whose address is 1900 River Road, Clearfield, PA 16830 (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 2489 Curwensville - Grampian Highway, Grampian, PA 16838. The Real Property parcel identification number is 126-0-G100-0000026.**

**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 \$128,000.00, 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.

**EXHIBIT B**



**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

## **Legal Description - Exhibit 'A'**

**ALL** that certain piece or parcel of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point on the North bank of Kratzer Run where said bank intersects the East line of a tract belonging to the Harbison-Walker Refractories Company on which is their Stronach Fire Brick Plant; thence by said Harbison-Walker Company line North one degree forty-five minutes East three hundred seventy-five and five tenths (375.5) feet to a post on the right-of-way of the Harbison-Walker Refractories Company branch of the B.R.&P. Railroad, said point being sixteen and five tenths (16.5) feet South of the center of said Railroad branch; thence along said right-of-way line in a northeasterly direction and in a northerly direction to the switchback; thence along the right-of-way line of said switchback southeasterly to the intersection with the East Branch of Fenton Run; thence down the said Fenton Run along its West bank the various courses to junction with Kratzer Run; thence following the various courses up the North bank of Kratzer Run to the place of beginning. Containing 9.79 acres.

**ALSO** excepting and reserving therefrom that portion of the above described premises taken by the Commonwealth of Pennsylvania for the purpose of relocating the right of way of Highway Route 322 as set out in a Deed of release and quit claim dated July 8, 1950.

**ALSO** excepting and reserving the following portion of the above described premises heretofore conveyed by Verna Munchak:

1. Verna Munchak, widow to William Freeman, Trustee for Stony Point Camp, an unincorporated association, Deed dated August 12, 1960 in Deed Book Volume 484, Page 695.
2. Verna Munchak, widow to William J. Spencer and Irene V. Spencer, Deed dated and recorded on September 20, 1962 in Deed Book Volume 498, Page 078.
3. Verna Munchak, widow, to William L. Freeman, Deed dated August 17, 1968 and recorded September 17, 1968 in Deed Book Volume 540, Page 679.

Being identified in the Mapping and Assessment Office of Clearfield County as Tax Map No. 16-G10-000-00026.

**BEING** the same premises as were conveyed to Double E. Singer, Inc. by Deed from Tammy J. Seger, a single adult individual, dated August 7, 2006 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 2006013251.

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. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, 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.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**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 take whatever 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.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, 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 of any of the Indebtedness or any Guarantor 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 any default, other than a default in payment 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 if Grantor, 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.

**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 obtain a 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 of 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.

**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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other 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 Double E. Singer, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**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 Double E. Singer, Inc..

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor 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



**MORTGAGE  
(Continued)**

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 August 7, 2006, **in the original principal amount of \$128,000.00** 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 the Note is August 7, 2021. **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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND 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:**

**DOUBLE E. SINGER, INC.**

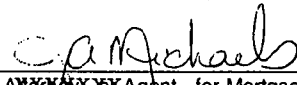
By:  (Seal)  
Frederick L. Painter, President of Double E. Singer, Inc.

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**CERTIFICATE OF RESIDENCE**

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

**River Road Office, 1900 River Road, Clearfield, PA 16830**

  
\_\_\_\_\_  
Attorney for Mortgagee

**CORPORATE ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF Clearfield )

On this, the 7th day of August, 20 06, before me  
Jennifer A. Michaels, the undersigned Notary Public, personally appeared **Frederick L. Painter, President**  
**of Double E. Singer, Inc.**, who acknowledged himself or herself to be the **President of Double E. Singer, Inc.**, of a  
corporation, and that he or she as such **President of Double E. Singer, Inc.**, being authorized to do so, executed the  
foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as  
**President of Double E. Singer, Inc.**

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



Jennifer A. Michaels  
Notary Public in and for the State of PA

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$128,000.00	08-07-2006	08-07-2021	407961	0020		040	
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:** Double E. Singer, Inc.  
PO Box 42  
Gramplan, PA 16838

**Lender:** CSB BANK  
River Road Office  
1900 River Road  
Clearfield, PA 16830

**Principal Amount: \$128,000.00**

**Date of Note: August 7, 2006**

**PROMISE TO PAY.** Double E. Singer, Inc. ("Borrower") promises to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Twenty-eight Thousand & 00/100 Dollars (\$128,000.00), together with interest on the unpaid principal balance from August 7, 2006, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments in the initial amount of \$1,269.85 each, beginning September 7, 2006, with interest calculated on the unpaid principal balances at an interest rate of 8.500% per annum; 119 monthly consecutive principal and interest payments in the initial amount of \$1,340.22 each, beginning September 7, 2011, with interest calculated on the unpaid principal balances at an interest rate based on the prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (currently 8.250%), plus a margin of 1.500 percentage points, resulting in an initial interest rate of 9.750%; and one principal and interest payment of \$1,340.67 on August 7, 2021, with interest calculated on the unpaid principal balances at an interest rate based on the prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (currently 8.250%), plus a margin of 1.500 percentage points, resulting in an initial interest rate of 9.750%. 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 prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (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 five years. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% 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-ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be more than 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, River Road Office, 1900 River Road, Clearfield, PA 16830.

**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.

**Insolvency.** 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.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

**EXHIBIT C**

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 of any of the indebtedness or any Guarantor 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.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**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 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.

**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 P.O. Box 29 434 State Street Curwensville, PA 16833.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. 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, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. 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:**

DOUBLE E. SINGER, INC.

By:  (Seal)  
Frederick L. Painter, President of Double E. Singer,  
Inc.

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)  
)

) NO.  
)  
)  
)

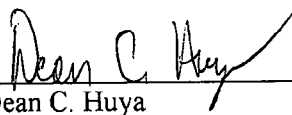
**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF CLEARFIELD )

SS:

On this, the \_\_\_\_ day of February, 2008, Dean C. Huya, the undersigned, states that he is the Vice President of Special Assets of the Plaintiff, Northwest Savings Bank is successor by merger to CSB 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

kv# 766675

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO.  
)  
)

**AFFIDAVIT OF MAILING**


COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF CLEARFIELD )

SS:

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:

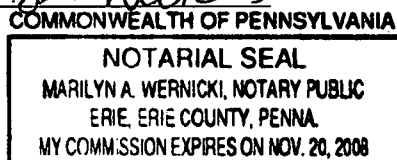
Double E. Singer, Inc.  
Attention: Frederick L. Painter  
2489 Curwensville-Grampian Highway  
PO Box 42  
Grampian, PA 16838

  
Mark G. Claypool

SWORN AND SUBSCRIBED BEFORE ME  
THIS 21 DAY OF FEBRUARY, 2008.

  
Notary Public

kv# 766675



NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO.  
)  
)

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA )

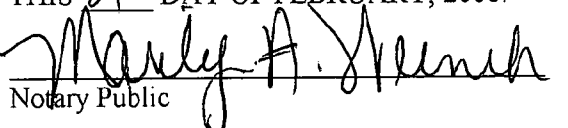
COUNTY OF CLEARFIELD )

SS:

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 a corporation and therefore 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 AND SUBSCRIBED BEFORE ME  
THIS 21 DAY OF FEBRUARY, 2008.

  
Notary Public

kv# 766675

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
MARILYN A. WERNICKI, NOTARY PUBLIC  
ERIE, ERIE COUNTY, PENNA.  
MY COMMISSION EXPIRES ON NOV. 20, 2008



NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO.  
)  
)

**NOTICE OF INTENTION TO FORECLOSE**

DATE: February 21, 2008

This is to certify that no pre-suit 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 because the subject loan was in an amount in excess of \$50,000 and the Real Property involved is a commercial non-owner occupied property.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY: 

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

Attorneys for Plaintiff, Northwest Savings  
Bank as successor by merger to CSB Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103805  
NO: 08-308-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK as successor  
vs.  
DEFENDANT: DOUBLE E. SINGER, INC. a Pennsylvania Corporation

SHERIFF RETURN

NOW, March 03, 2008 AT 2:34 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DOUBLE E. SINGER, INC. Attn: Frederick L. Painter DEFENDANT AT 2489 CURWENSVILLE GRAMPIAN HWY., GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO FREDERICK L. PAINTER, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

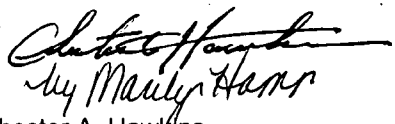
FILED  
JUN 23 2008  
0/2:45/2  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KNOX	084124	10.00
SHERIFF HAWKINS	KNOX	084124	30.12

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

  
Chester A. Hawkins  
Sheriff

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)  
)

) NO. 2008-308-CO  
)  
)  
)  
)

COPY

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

TO: Double E. Singer, Inc.  
Attention: Frederick L. Painter  
2489 Curwensville-Grampian Highway  
PO Box 42  
Grampian, PA 16838

FEB 25 2008

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

**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.

Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY:

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

Date: February 21, 2008

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO.  
)  
)

### **COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, this 21 day of February, 2008, comes the Plaintiff, Northwest Savings Bank as successor by merger to CSB Bank ("Plaintiff"), by and through its counsel, Knox McLaughlin Gornall & Sennett, P.C., and brings this action in Mortgage Foreclosure against Double E. Singer, Inc., ("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 a Pennsylvania Corporation maintaining an address of 2489 Curwensville-Grampian Highway, PO Box 42, Grampian, PA 16838.
3. The Defendant is the owner of real property commonly known as, 2489 Curwensville-Grampian Highway, PO Box 42, Grampian, Pennsylvania, as described herein on Exhibit A, attached hereto (the "Real Property").
4. On or about August 7, 2006, 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 Promissory Note ("the "Note") accompanying the same, in an

original amount of \$128,000. A copy of the Mortgage is attached hereto as Exhibit B, and a copy of the Note as extended and/or modified 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 Records Office in Clearfield County, Pennsylvania at Instrument No. 200613252.

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	\$124,138.18
Amount due on Interest to 01/29/2008	3,330.45
Attorneys' fees	to be added
Costs	to be added
Late fees	<u>190.47</u>
Total Due	\$127,659.10

With interest on \$124,138.18 at the Note rate from January 29, 2008, with a per diem of \$29.79, interest, costs, fees, and attorneys fees continue to accrue.

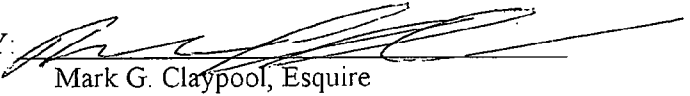
6. No Notice of Intention to Foreclose Mortgage pursuant to Section 403 of Act 6 of the General Assembly of Pennsylvania, enacted on January 30, 1974 nor any Notice of Homeowner's Emergency Mortgage Assistance Act of 1983 is required because the Real Property involved is commercial non-owner occupied real property and the original loan was in an amount in excess of \$50,000.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$127,659.10 plus interest from January 29, 2008 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.

BY:



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

Attorneys for Plaintiff, Northwest Savings  
Bank as successor by merger to CSB Bank

kv# 766675

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO.  
)  
)  
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### LEGAL DESCRIPTION

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

BEGINNING at a point on the North bank of Kratzer Run where said bank intersects the East line of a tract belonging to the Harbison-Walker Refractories Company on which is their Stronach Fire Brick Plant; thence by said Harbison-Walker Company line North one degree forty-five minutes East three hundred seventy-five and five tenths (375.5) feet to a post on the right-of-way of the Harbison-Walker Refractories Company branch of the B.R.&P Railroad, said point being sixteen and five tenths (16.5) feet South of the center of said Railroad branch; thence along said right-of-way line in a northeasterly direction and in a northerly direction to the switchback; thence along the right-of-way line of said switchback southeasterly to the intersection with the East Branch of Fenton Run; thence down the said Fenton Run along its West bank the various courses to junction with Kratzer Run; thence following the various courses up the North bank of Kratzer Run to the place of beginning. Containing 9.79 acres.

ALSO excepting and reserving therefrom that portion of the above described premises taken by the Commonwealth of Pennsylvania for the purpose of relocating the right of way of Highway Route 322 as set out in a Deed of release and quit claim dated July 8, 1950.

ALSO excepting and reserving the following portion of the above described premises heretofore conveyed by Verna Munchak:

1. Verna Munchak, widow to William Freeman, Trustee for Stony Point Camp, an unincorporated association, Deed dated August 12, 1960 in Deed Book Volume 484, Page 695.
2. Verna Munchak, widow to William J. Spencer and Irene V. Spencer, Deed dated and recorded on September 20, 1962 in Deed Book Volume 498, Page 078.
3. Verna Munchak, widow, to William L. Freeman, Deed dated August 17, 1968 and recorded September 17, 1968 in Deed Book Volume 540, Page 679.


Being identified in the Mapping and Assessment Office of Clearfield County as Tax Map No. 16-G10-000-00026.

BEING the same premises conveyed to Double E. Singer, Inc. by deed dated August 7, 2006 and recorded August 7, 2006 in Clearfield County, Pennsylvania at Instrument No. 200613251 and bearing Clearfield County Index No. 126-G10-000026.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY



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

Attorneys for Plaintiff, Northwest Savings  
Bank as successor by merger to CSB Bank

kv# 766675

**Exhibit A**



**Parcel Identification  
Number:**  
126-0-G100-0000026

**RECORDATION  
REQUESTED BY:**  
CSB BANK  
River Road Office  
1900 River Road  
Clearfield, PA 16830

**FOR RECORDER'S USE ONLY**

**MORTGAGE  
THIS IS A PURCHASE MONEY MORTGAGE**

**Amount Secured Hereby:** \$128,000.00

**THIS MORTGAGE** dated August 7, 2006, is made and executed between Double E. Singer, Inc., whose address is PO Box 42, Grampian, PA 16838 (referred to below as "Grantor") and CSB BANK, whose address is 1900 River Road, Clearfield, PA 16830 (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 2489 Curwensville - Grampian Highway, Grampian, PA 16838. The Real Property parcel identification number is 126-0-G100-0000026.**

**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 \$128,000.00, 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.

**EXHIBIT B**

**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 tenable 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

## **Legal Description - Exhibit 'A'**

**ALL** that certain piece or parcel of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point on the North bank of Kratzer Run where said bank intersects the East line of a tract belonging to the Harbison-Walker Refractories Company on which is their Stronach Fire Brick Plant; thence by said Harbison-Walker Company line North one degree forty-five minutes East three hundred seventy-five and five tenths (375.5) feet to a post on the right-of-way of the Harbison-Walker Refractories Company branch of the B.R.&P. Railroad, said point being sixteen and five tenths (16.5) feet South of the center of said Railroad branch; thence along said right-of-way line in a northeasterly direction and in a northerly direction to the switchback; thence along the right-of-way line of said switchback southeasterly to the intersection with the East Branch of Fenton Run; thence down the said Fenton Run along its West bank the various courses to junction with Kratzer Run; thence following the various courses up the North bank of Kratzer Run to the place of beginning. Containing 9.79 acres.

**ALSO** excepting and reserving therefrom that portion of the above described premises taken by the Commonwealth of Pennsylvania for the purpose of relocating the right of way of Highway Route 322 as set out in a Deed of release and quit claim dated July 8, 1950.

**ALSO** excepting and reserving the following portion of the above described premises heretofore conveyed by Verna Munchak:

1. Verna Munchak, widow to William Freeman, Trustee for Stony Point Camp, an unincorporated association, Deed dated August 12, 1960 in Deed Book Volume 484, Page 695.
2. Verna Munchak, widow to William J. Spencer and Irene V. Spencer, Deed dated and recorded on September 20, 1962 in Deed Book Volume 498, Page 078.
3. Verna Munchak, widow, to William L. Freeman, Deed dated August 17, 1968 and recorded September 17, 1968 in Deed Book Volume 540, Page 679.

Being identified in the Mapping and Assessment Office of Clearfield County as Tax Map No. 16-G10-000-00026.

**BEING** the same premises as were conveyed to Double E. Singer, Inc. by Deed from Tammy J. Seger, a single adult individual, dated August 7, 2006 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 2006/3251.

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. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, 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.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**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 take whatever 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.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, 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 of any of the Indebtedness or any Guarantor 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 any default, other than a default in payment 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 if Grantor, 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.

**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 obtain a 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 of 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.

**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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other 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 Double E. Singer, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**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 Double E. Singer, Inc..

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor 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 August 7, 2006, **in the original principal amount of \$128,000.00** 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 the Note is August 7, 2021. **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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND 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:**

**DOUBLE E. SINGER, INC.**

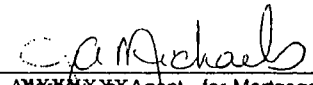
By:  (Seal)  
Frederick L. Painter, President of Double E. Singer, Inc.

---

### **CERTIFICATE OF RESIDENCE**

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

**River Road Office, 1900 River Road, Clearfield, PA 16830**

  
Agent for Mortgagee

**CORPORATE ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA )

) SS

COUNTY OF Clearfield )

On this, the 7th day of August, 20 06, before me Jennifer A. Michaels, the undersigned Notary Public, personally appeared **Frederick L. Painter, President of Double E. Singer, Inc.**, who acknowledged himself or herself to be the **President of Double E. Singer, Inc.**, of a corporation, and that he or she as such **President of Double E. Singer, Inc.**, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as **President of Double E. Singer, Inc.**.

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

NOTARIAL SEAL  
JENNIFER A. MICHAELS, NOTARY PUBLIC  
CLEARFIELD BORO., CLEARFIELD COUNTY  
MY COMMISSION EXPIRES JUNE 17, 2007

Jennifer A. Michaels  
Notary Public in and for the State of PA

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$128,000.00	08-07-2006	08-07-2021	407961	0020		040	
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:** Double E. Singer, Inc.  
PO Box 42  
Grampian, PA 16838

**Lender:** CSB BANK  
River Road Office  
1900 River Road  
Clearfield, PA 16830



**Principal Amount: \$128,000.00**

**Date of Note: August 7, 2006**

**PROMISE TO PAY.** Double E. Singer, Inc. ("Borrower") promises to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Twenty-eight Thousand & 00/100 Dollars (\$128,000.00), together with interest on the unpaid principal balance from August 7, 2006, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments in the initial amount of \$1,269.85 each, beginning September 7, 2006, with interest calculated on the unpaid principal balances at an interest rate of 8.500% per annum; 119 monthly consecutive principal and interest payments in the initial amount of \$1,340.22 each, beginning September 7, 2011, with interest calculated on the unpaid principal balances at an interest rate based on the prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (currently 8.250%), plus a margin of 1.500 percentage points, resulting in an initial interest rate of 9.750%; and one principal and interest payment of \$1,340.67 on August 7, 2021, with interest calculated on the unpaid principal balances at an interest rate based on the prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (currently 8.250%), plus a margin of 1.500 percentage points, resulting in an initial interest rate of 9.750%. 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 prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (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 five years. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% 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-ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be more than 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, River Road Office, 1900 River Road, Clearfield, PA 16830.

**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.

**Insolvency.** 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.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

EXHIBIT C

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 of any of the indebtedness or any Guarantor 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.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**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 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.

**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 P.O. Box 29 434 State Street Curwensville, PA 16833.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. 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, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. 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:

DOUBLE E. SINGER, INC.

By:  (Seal)  
Frederick L. Painter, President of Double E. Singer,  
Inc.

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)  
)

) NO.  
)  
)  
)

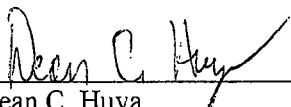
**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF CLEARFIELD )

SS:  
)

On this, the \_\_\_\_ day of February, 2008, Dean C. Huya, the undersigned, states that he is the Vice President of Special Assets of the Plaintiff, Northwest Savings Bank is successor by merger to CSB 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

kv# 766675

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO.  
)  
)

**AFFIDAVIT OF MAILING**

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF CLEARFIELD )

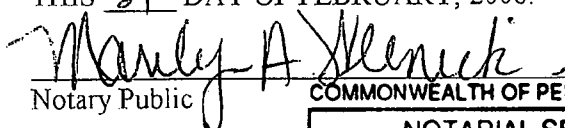
SS:

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:

Double E. Singer, Inc.  
Attention: Frederick L. Painter  
2489 Curwensville-Grampian Highway  
PO Box 42  
Grampian, PA 16838

  
Mark G. Claypool

SWORN AND SUBSCRIBED BEFORE ME  
THIS 21 DAY OF FEBRUARY, 2008.

  
Notary Public

kv# 766675

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARILYN A. WERNICKI, NOTARY PUBLIC  
ERIE, ERIE COUNTY, PENNA.  
MY COMMISSION EXPIRES ON NOV. 20, 2008



NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO.  
)  
)

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA )

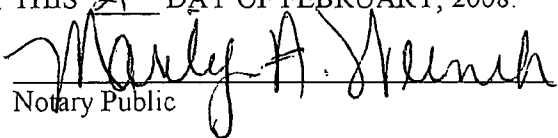
COUNTY OF CLEARFIELD )

SS:

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 a corporation and therefore 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.

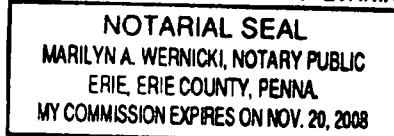
  
Mark G. Claypool

SWORN AND SUBSCRIBED BEFORE ME  
THIS 21 DAY OF FEBRUARY, 2008.

  
Notary Public

kv# 766675

COMMONWEALTH OF PENNSYLVANIA



NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO.  
)  
)

**NOTICE OF INTENTION TO FORECLOSE**

DATE: February 21, 2008

This is to certify that no pre-suit 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 because the subject loan was in an amount in excess of \$50,000 and the Real Property involved is a commercial non-owner occupied property.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY: 

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

Attorneys for Plaintiff, Northwest Savings  
Bank as successor by merger to CSB Bank

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)

**PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

TO THE PROTHONOTARY:

Enter Judgment against the defendant, Double E. Singer, Inc., a Pennsylvania Corporation, for failure to enter an appearance and file an answer in the above stated case within twenty (20) days from the date of service of the complaint and within ten (10) days from the date of service of the notice of praecipe for entry of default judgment. Said Judgment is hereby liquidated below:

Liquidate said Judgment as follows:

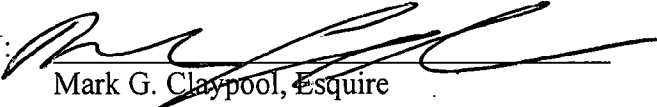
Balance due on principal	\$ 124,138.18
Amount due on Interest to January 29, 2008	3,330.65
Attorneys fee	1,185.00
Late charges	190.47
Costs	<u>208.30</u>
TOTAL DUE	\$ 129,052.60

With interest on \$124,138.18 at the Note rate from January 29, 2008 with a per diem of \$29.79, plus costs and fees and attorneys' fees which continue to accrue.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: June 30, 2008

BY:

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

# 780798

**FILED** *Att'y pd. \$20.00*  
*M/11/30/08*  
**JUL 02 2008** *ICC Notice to Def.*  
*William A. Shaw* *ICC Statement to*  
*Prothonotary/Clerk of Courts* *Att'y*  
*(812)*

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Northwest Savings Bank as  
Successor by Merger to CSB Bank

Vs.

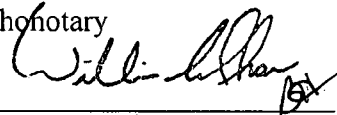
No. 2008-00308-CD

Double E. Singer, Inc.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$129,052.60 on July 2, 2008.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

COPY

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

Northwest Savings Bank  
CSB Bank  
Plaintiff(s)

No.: 2008-00308-CD

Real Debt: \$129,052.60

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Double E. Singer, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 2, 2008

Expires: July 2, 2013

Certified from the record this 2nd day of July, 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

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

**PRAECIPE FOR WRIT OF EXECUTION UPON CONFESSED JUDGMENT**

TO THE PROTHONOTARY:

Issue writ of execution in the above matter:

Balance due on principal	\$ 124,138.18
Amount due on Interest to January 29, 2008	3,330.65
Attorneys fee	1,185.00
Late charges	190.47
Costs	208.30
TOTAL DUE	\$ 129,052.60


135.00

**Prothonotary costs**

With interest on \$124,138.18 at the Note rate from January 29, 2008 with a per diem of \$29.79, plus costs and fees and attorneys' fees which continue to accrue.

Date: June 30, 2008

BY:

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

# 780798

**FILED** Att'y pd. \$20.00  
JUL 02 2008 ICC de wirts w/  
property desc.  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

1 CC Att'y  
(62)

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Northwest Savings Bank, plaintiff in the above action, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property described in EXHIBIT A attached hereto.

1. Names and addresses of Owners or Reputed Owners:

Double E. Singer, Inc.  
2489 Curwensville-Grampian Highway  
P.O. Box 42  
Grampian, PA 16838

2. Names and addresses of Defendants in judgment:

Double E. Singer, Inc.  
2489 Curwensville-Grampian Highway  
P.O. Box 42  
Grampian, PA 16838

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

Northwest Savings Bank  
Attn: Dean C. Huya  
Vice President, Credit Review  
100 Liberty Street  
Drawer 128  
Warren, PA 16365

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

Northwest Savings Bank  
Attn: Dean C. Huya  
Vice President, Credit Review  
100 Liberty Street  
Drawer 128  
Warren, PA 16365

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

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

6. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the same:

Commonwealth of Pennsylvania  
P.O. Box 60130  
Harrisburg, PA 17106

Commonwealth of Pennsylvania  
Department of Public Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

Commonwealth of Pennsylvania  
Inheritance Tax Office  
1400 Spring Garden Street  
Philadelphia, PA 19130

Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division  
6<sup>th</sup> Floor, Strawberry Square  
Dept. 280601  
Harrisburg, PA 17128

Commonwealth of Pennsylvania  
Department of Public Welfare  
TPL Casualty Unit / Estate Recovery  
Program  
Willow Oak Building  
P.O. Box 8486  
Harrisburg, PA 17105-8486

Pennsylvania Dept. of Revenue  
Dept 280948  
Harrisburg, PA 17128-0948

Commonwealth of Pennsylvania  
Department of Revenue  
Attn: Sheriff Sales  
Bureau of Compliance  
Clearance Support  
Dept. 281230  
Harrisburg, PA 17128-1230

Internal Revenue Service  
Federated Investors Tower  
13<sup>th</sup> Floor, Suite 1300  
1001 Liberty Avenue  
Pittsburgh, PA 15222

United States of America  
c/o U.S. Attorney for the  
Western District of PA  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, 15219

Internal Revenue Service  
Attn: Advisory Section  
1001 Liberty Avenue, Suite 1300  
Pittsburgh, PA 15222

Commonwealth of Pennsylvania  
Attn: Sheriff's Sales  
Bureau of Compliance  
Department 280946  
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania  
Department of Labor & Industry  
7<sup>th</sup> & Forster Streets  
Harrisburg, PA 17121



Unemployment Compensation Fund  
Commonwealth of PA  
Department of Labor & Industry  
Room 915  
7<sup>th</sup> and Foster Street  
Harrisburg, PA 17121

PA Dept of Labor & Industry  
Office of Chief Counsel  
914 Penn Avenue, 6<sup>th</sup> Floor  
Pittsburgh, PA 15222

Occupants  
2489 Curwensville-Grampian  
Highway  
P.O. Box 42  
Grampian, PA 16838

Pennsylvania Dept. of Revenue  
Department 280946  
Harrisburg, PA 17128-0946


Pennsylvania Dept. of Revenue  
Department 280946  
Harrisburg, PA 17128-0946

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

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: June ~~30~~, 2008

BY:

  
Mark G. Claypool, Esquire  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 780798

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA )


SS:

COUNTY OF ERIE )

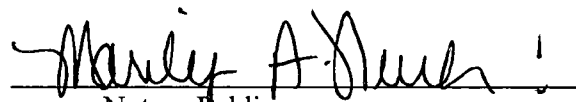
Before me, the undersigned a notary public, in and for the County and Commonwealth above, personally appeared Mark G. Claypool, Esq., Attorney for Northwest Savings Bank, who being duly sworn by law, deposes and says that the Defendant is a Pennsylvania Corporation and, therefore, is not in the military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

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

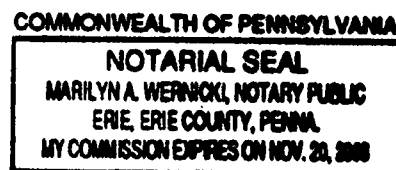
BY:

  
Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 30 DAY OF JUNE, 2008

  
Notary Public

# 780798



NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)


**CERTIFICATE OF MAILING**

The undersigned hereby certifies that on the 14th day of April 2008, a written notice of intention to file a praecipe for default judgment pursuant to Pa.R.C.P. 237.1, a copy of which is attached hereto, were mailed to the defendant(s), P.S. Form 3817, being attached hereto.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: June ~~30~~, 2008

BY:

  
Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 780798

NORTHWEST SAVINGS BANK AS  
SUCCESSOR BY MERGER TO CSB  
BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., A  
PENNSYLVANIA CORPORATION,

Defendant

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

)  
) CIVIL ACTION-LAW

)  
) NO. 2008-308-CD

**IMPORTANT NOTICE**


YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY, OR BY ATTORNEY, AND TO FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DANIEL J. NELSON, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982

Dated: April 14, 2008

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

BY:

  
Mark G. Claypool, Esquire  
PA I.D. No. 63199  
120 West 10th Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 776636

**CERTIFICATE OF MAILING**

ITEM MAILED: P.S. Form 3817  
DATED MAILED: April 14, 2008


Double E. Singer, Inc.  
Attn: Frederick L. Painter  
2489 Curwensville-Grampian Highway  
P.O. Box 42  
Grampian, PA 16838

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
Mark G. Claypool, Esq.			
Knox Law Firm			
120 W. 10th Street			
Erie, PA 16501			
One piece of ordinary mail addressed to:			
Double E. Singer, Inc.			
Attn: Frederick L. Painter			
2489 Curwensville-Grampian Hwy,			
P.O. Box 42			
Grampian, PA 16838			

PS Form 3817, January 2001

ERIE, PA  
APR 14 2008  
U.S. POSTAL SERVICE

UNITED STATES  
PRIMEY BOWES  
\$01.05<sup>00</sup>  
02 1A  
0004510420  
APR 14 2008  
MAILED FROM ZIP CODE 16501



NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

**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 solicitor for the above plaintiff in the above captioned matter and that to the best of his information, knowledge and belief, the name and last known address of the owner or reputed owners and of the defendants in the judgment are as follows:

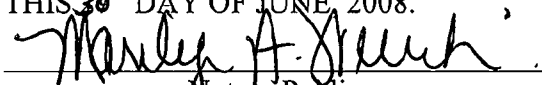
Double E. Singer, Inc.  
2489 Curwensville-Grampian Highway  
P.O. Box 42  
Grampian, PA 16838

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

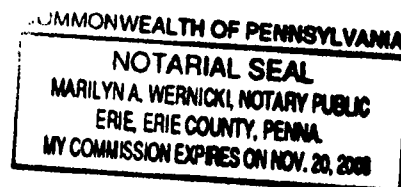
BY: 

Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 30<sup>th</sup> DAY OF JUNE, 2008.

  
Notary Public

# 780798



NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

Writ No. \_\_\_\_\_

Civil No. \_\_\_\_\_

The undersigned is the attorney for the Plaintiff in the above-captioned matter.

\_\_\_\_\_ The undersigned hereby certifies that this execution does not involve a  
mortgage secured by real estate.

  X   The undersigned hereby certifies that this execution does involve a mortgage  
secured by real estate and the judgment was obtained.

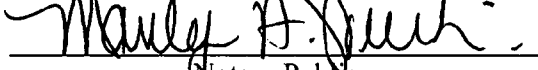
(Check appropriate line)

  X   by complaint on the mortgage  
\_\_\_\_\_ by action on a note accompanying the mortgage  
\_\_\_\_\_ by action on a bond accompanying the mortgage  
\_\_\_\_\_ by action on other evidence of indebtedness accompanying the mortgage

The undersigned certifies that the real estate is owned by Top Gun Motors Real Estate  
Partnership, a Pennsylvania General Partnership (describe type of ownership, i.e., tenants by  
entireties, tenants in common, etc.)

  
Mark G. Claypool,  
Attorney for Execution Creditor

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 30<sup>th</sup> DAY OF JUNE, 2008.

  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

**NOTARIAL SEAL**  
MARILYN A. WERNICKI, NOTARY PUBLIC  
ERIE, ERIE COUNTY, PENNA.  
MY COMMISSION EXPIRES ON NOV. 20, 2010

If the aforesaid form is not duly signed, notarized and delivered to the Sheriff on or before the  
date of filing, the Sheriff will assume that it is not an action in mortgage foreclosure secured by  
real property, which judgment is by either an action on a note, a bond or other evidence of  
indebtedness accompanying a mortgage. The Sheriff will then add to the Sheriff's costs Three  
Hundred (\$300.00) Dollars or Six Hundred (\$600.00) Dollars

# 780798

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

**NOTICE TO JUDGMENT DEBTOR**

The attached paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

You, as a debtor, are herewith informed that you may file a motion to open or strike the judgment upon which this writ of execution to sell your property has been issued. This you may do under the Pennsylvania Rules of Civil Procedure by going to your lawyer at once.

You are hereby further informed of your right to set aside the sale of your property for a grossly inadequate price in accordance with Pa.R.C.P. 3132, which must be done before delivery of the sheriff's deed to the real property after the sheriff sale. In order to file this petition, you should take this document to your lawyer immediately.


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.

Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2614 Ext. 5982

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: June 30, 2008

BY:

  
Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

NOTE TO SHERIFF: The foregoing notice must be served with each writ of execution for sale of real estate.

# 780798



NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

**DIRECTIONS TO SHERIFF FOR REAL ESTATE SALE**

1. The name of the corporation, limited partnership or joint stock association, or business-entity defendant in any capacity, such as terre tenants, or franchise to be sold:

Double E. Singer, Inc.

2. The nature of the property to be sold and the location, street address, map, or descriptive R.F.D. address:

2489 Curwensville-Grampian Highway

P.O. Box 42

Grampian, PA 16838

Instrument No. 200613251

The Index Number:

126-0-610-000026

3. Are any franchises included in the advertised description of the property to be sold?

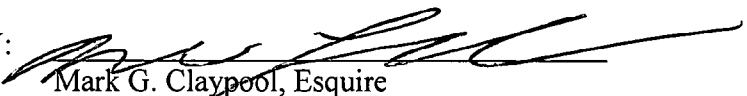
No

4. Has Notice been given to the debtors in accordance with the Acts of Assembly of the Commonwealth of Pennsylvania and Rules of Civil Procedure?

Yes – To the extent required.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY:

  
Mark G. Claypool, Esquire

120 West Tenth Street

Erie, Pennsylvania 16501-1461

(814) 459-2800

Dated: June 30, 2008

# 780798

ATTORNEY PLEASE NOTE:

This form must be completed together with the following:

- a. Signed and notarized affidavit as to how judgment was obtained. (form is available in our office)
- b. Copies of Notice of Sale with Description attached. One is needed for each defendant plus two extra copies.
- c. Four copies of legal descriptions with caption at top and attorneys name and address at bottom.
- d. Affidavit Pursuant to Rule 3129.1.
- e. Advance costs: \$2,500. to Sheriff of Clearfield Co.
- f. Directions exactly how you want notices served. Use regular Sheriff's service instruction and process form.

Time of Sale: \_\_\_\_\_ .m., \_\_\_\_\_, 2008 at the Clearfield County Courthouse,  
Clearfield, Pennsylvania.

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

**NOTICE OF SHERIFF SALE TO DEFENDANT  
AND OWNER PURSUANT TO RULE 3129.2 OF THE  
PENNSYLVANIA RULES OF CIVIL PROCEDURE**

TO: DOUBLE E. SINGER, INC.:


Please take notice that by virtue of sundry writs of execution, and in this case, by Execution No. \_\_\_\_\_ of \_\_\_\_\_, the property owned by you at 2489 Curwensville – Grampian Highway, P.O. Box 42, Grampian, PA 16838(Assessment No. 126-0-610-0000026), which property is described in Exhibit “A” attached hereto, will be sold by \_\_\_\_\_, Sheriff of Clearfield County, Pennsylvania, at the Clearfield County Court House, Clearfield, Pennsylvania on \_\_\_\_\_ at \_\_\_\_\_ **M. E.S.T.** You and all parties in interest and as claimants are further notified that a schedule of distribution will be on file in the Sheriff’s Office no later than thirty (30) days after the date of sale of any property sold under this Sheriff’s Sale and distribution of the proceeds will be made ten (10) days after said filing unless exceptions are filed with the Sheriff’s Office prior thereto.

If the money is not paid immediately after the property is struck off, it will be put up again and sold, and the purchaser held responsible for any loss, and in no case will a deed be delivered until money is paid.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: June 30, 2008

BY:

  
Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

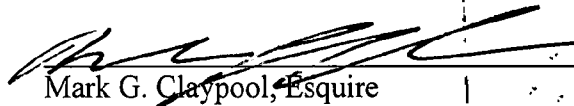
**NOTICE OF INTENTION TO FORECLOSE**

This is to certify that notice to the extent applicable, if at all, has been given to the  
defendants in accordance with the Acts of Assembly of the Commonwealth of Pennsylvania and  
Pennsylvania Rules of Civil Procedure.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Dated: June 30, 2008

BY:

  
Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 780798

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

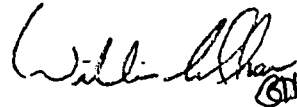
) NO. 2008-308-CD  
)  
)

**NOTICE OF ENTRY OF JUDGMENT**

To: DOUBLE E SINGER, INC.

You are hereby notified that a judgment has been entered against you in the amount of  
\$ 129,052.60 at the above term and number on July 2, 2008. Interest at the Note Rate from  
\_\_\_\_\_, costs and fees continue to accrue.

Dated: July 2, 2008



Prothonotary Division  
Clerk of Records

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

### LEGAL DESCRIPTION

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

BEGINNING at a point on the North bank of Kratzer Run where said bank intersects the East line of a tract belonging to the Harbison-Walker Refractories Company on which is their Stronach Fire Brick Plant; thence by said Harbison-Walker Company line North one degree forty-five minutes East three hundred seventy-five and five tenths (375.5) feet to a post on the right-of-way of the Harbison-Walker Refractories Company branch of the B.R.&P Railroad, said point being sixteen and five tenths (16.5) feet South of the center of said Railroad branch; thence along said right-of-way line in a northeasterly direction and in a northerly direction to the switchback; thence along the right-of-way line of said switchback southeasterly to the intersection with the East Branch of Fenton Run; thence down the said Fenton Run along its West bank the various courses to junction with Kratzer Run; thence following the various courses up the North bank of Kratzer Run to the place of beginning. Containing 9.79 acres.

ALSO excepting and reserving therefrom that portion of the above described premises taken by the Commonwealth of Pennsylvania for the purpose of relocating the right of way of Highway Route 322 as set out in a Deed of release and quit claim dated July 8, 1950.

ALSO excepting and reserving the following portion of the above described premises heretofore conveyed by Verna Munchak:

- g. Verna Munchak, widow to William Freeman, Trustee for Stony Point Camp, an unincorporated association, Deed dated August 12, 1960 in Deed Book Volume 484, Page 695.
- h. Verna Munchak, widow to William J. Spencer and Irene V. Spencer, Deed dated and recorded on September 20, 1962 in Deed Book Volume 498, Page 078.
- i. Verna Munchak, widow, to William L. Freeman, Deed dated August 17, 1968 and recorded September 17, 1968 in Deed Book Volume 540, Page 679.

### Exhibit A

Being identified in the Mapping and Assessment Office of Clearfield County as Tax Map No. 16-G10-000-00026.

BEING the same premises conveyed to Double E. Singer, Inc. by deed dated August 7, 2006 and recorded August 7, 2006 in Clearfield County, Pennsylvania at Instrument No. 200613251 and bearing Clearfield County Index No. 126-G10-000026.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY:



Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 780798

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

COPY

Northwest Savings Bank,  
CSB Bank

Vs.

NO.: 2008-00308-CD

Double E. Singer, Inc.

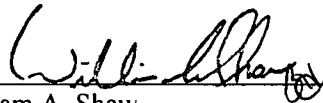
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

- (1) See Attached Property Description

AMOUNT DUE/PRINCIPAL: \$129,052.60  
INTEREST FROM: \$  
ATTY'S COMM: \$  
DATE: 7/2/2008

PROTH. COSTS PAID: \$135.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

Requesting Party: Mark G. Claypool, Esq.  
120 West Tenth Street  
Erie, PA 16501-1461  
(814) 459-2800



NORTHWEST SAVINGS BANK, as	)	IN THE COURT OF COMMON PLEAS OF
Successor by Merger to CSB BANK,	)	CLEARFIELD COUNTY, PENNSYLVANIA
	)	
Plaintiff	)	
	)	CIVIL ACTION-LAW
vs.	)	
	)	
DOUBLE E. SINGER, INC., a	)	
Pennsylvania Corporation,	)	NO. 2008-308-CD
	)	
Defendant	)	

### LEGAL DESCRIPTION

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

BEGINNING at a point on the North bank of Kratzer Run where said bank intersects the East line of a tract belonging to the Harbison-Walker Refractories Company on which is their Stronach Fire Brick Plant; thence by said Harbison-Walker Company line North one degree forty-five minutes East three hundred seventy-five and five tenths (375.5) feet to a post on the right-of-way of the Harbison-Walker Refractories Company branch of the B.R.&P Railroad, said point being sixteen and five tenths (16.5) feet South of the center of said Railroad branch; thence along said right-of-way line in a northeasterly direction and in a northerly direction to the switchback; thence along the right-of-way line of said switchback southeasterly to the intersection with the East Branch of Fenton Run; thence down the said Fenton Run along its West bank the various courses to junction with Kratzer Run; thence following the various courses up the North bank of Kratzer Run to the place of beginning. Containing 9.79 acres.

ALSO excepting and reserving therefrom that portion of the above described premises taken by the Commonwealth of Pennsylvania for the purpose of relocating the right of way of Highway Route 322 as set out in a Deed of release and quit claim dated July 8, 1950.

ALSO excepting and reserving the following portion of the above described premises heretofore conveyed by Verna Munchak:

- g. Verna Munchak, widow to William Freeman, Trustee for Stony Point Camp, an unincorporated association, Deed dated August 12, 1960 in Deed Book Volume 484, Page 695.
- h. Verna Munchak, widow to William J. Spencer and Irene V. Spencer, Deed dated and recorded on September 20, 1962 in Deed Book Volume 498, Page 078.
- i. Verna Munchak, widow, to William L. Freeman, Deed dated August 17, 1968 and recorded September 17, 1968 in Deed Book Volume 540, Page 679.

### Exhibit A

Being identified in the Mapping and Assessment Office of Clearfield County as Tax Map No. 16-G10-000-00026.

BEING the same premises conveyed to Double E. Singer, Inc. by deed dated August 7, 2006 and recorded August 7, 2006 in Clearfield County, Pennsylvania at Instrument No. 200613251 and bearing Clearfield County Index No. 126-G10-000026.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY:



Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 780798

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)

**FILED** *no cc*  
*3/11/19/20*  
**AUG 25**  
*LM*

William A. Shaw  
Prothonotary/Clerk of Courts

**RETURN OF SERVICE**

I, Mark G. Claypool, Esquire, hereby certify that I have deposited in the United States Mail at Erie, Pennsylvania on July 25, 2008, a true and correct copy of the Notice of Sale of Real Estate pursuant to Pa. R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

Double E. Singer, Inc.  
Attn: Frederick L. Painter  
2489 Curwensville-Grampian  
Highway  
P.O. Box 42  
Grampian, PA 16838

Clearfield Domestic Relations  
230 E Market Street  
Clearfield PA 16830

Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division  
6<sup>th</sup> Floor, Strawberry Square  
Dept. 280601  
Harrisburg, PA 17128

United States of America  
c/o U.S. Attorney for the Western  
District of PA  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, 15219

Commonwealth of Pennsylvania  
Attn: Sheriff's Sales  
Bureau of Compliance  
Department 280946  
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania  
Department of Labor & Industry  
7<sup>th</sup> & Forster Streets  
Harrisburg, PA 17121

Commonwealth of Pennsylvania  
P.O. Box 60130  
Harrisburg, PA 17106

Commonwealth of Pennsylvania  
Department of Public Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

PA Dept of Labor & Industry  
Office of Chief Counsel  
914 Penn Avenue, 6<sup>th</sup> Floor  
Pittsburgh, PA 15222

Unemployment Compensation  
Fund Commonwealth of PA  
Department of Labor & Industry  
Room 915  
7<sup>th</sup> and Foster Street  
Harrisburg, PA 17121

Occupant  
2489 Curwensville-Grampian  
Highway  
P.O. Box 42  
Grampian, PA 16838

Pennsylvania Dept. of Revenue  
Department 280946  
Harrisburg, PA 17128-0946

Commonwealth of Pennsylvania  
Inheritance Tax Office  
1400 Spring Garden Street  
Philadelphia, PA 19130

Pennsylvania Dept. of Revenue  
Department 280948  
Harrisburg, PA 17128-0948

Commonwealth of Pennsylvania  
Attn: Sheriff's Sales  
Bureau of Compliance  
Clearance Support  
Department 281230  
Harrisburg, PA 17128-1230

Internal Revenue Service  
Attn: Advisory Section  
1001 Liberty Avenue, Suite 1300  
Pittsburgh, PA 15222

Internal Revenue Service  
Federated Investors Tower  
13<sup>th</sup> Floor, Suite 1300  
1001 Liberty Avenue  
Pittsburgh, PA 15222

Commonwealth of Pennsylvania  
Department of Public Welfare  
TPL Casualty Unit/Estate Recovery  
Program  
Willow Oak Building  
P.O. Box 8486  
Harrisburg, PA 17105-8486


~~11/15~~

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: July 25, 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

# 791734

NORTHWEST SAVINGS BANK, as	)	IN THE COURT OF COMMON PLEAS OF
Successor by Merger to CSB BANK,	)	CLEARFIELD COUNTY, PENNSYLVANIA
	)	
Plaintiff	)	
	)	CIVIL ACTION-LAW
vs.	)	
	)	
DOUBLE E. SINGER, INC., a	)	
Pennsylvania Corporation,	)	NO. 2008-308-CD
	)	
Defendant		

**PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY  
BY THE SHERIFF OF ERIE COUNTY  
PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: Double E. Singer, Inc.	(Defendants in the Judgment)
TO: Double E. Singer, Inc.	(Owners of the property to be sold)
TO: Occupants; Clearfield County Domestic Relations; Commonwealth of Pennsylvania, Bureau of Individual Tax, Inheritance Tax Division; Commonwealth of Pennsylvania, Department of Public Welfare; United States of America c/o U.S. Attorney for the Western District of PA; Commonwealth of Pennsylvania Department of Labor and Industry; Commonwealth of Pennsylvania; PA Department of Labor & Industry, Office of Chief Counsel; Unemployment Compensation Fund Commonwealth of PA; Commonwealth of Pennsylvania, Sheriff's Sales Bureau of Compliance; Commonwealth of Pennsylvania; Commonwealth of Pennsylvania; Inheritance Tax Office; Commonwealth of Pennsylvania, Sheriff's Sales Bureau of Compliance Clearance Support; Commonwealth of Pennsylvania, Department of Public Welfare TPL Casualty Unit/Estate Recovery; Pennsylvania Department of Revenue; Internal Revenue Service	(All persons named in the Affidavit required by Pa.R.C.P. 3129.1)

NOTICE IS GIVEN THAT, pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania 16830, the real estate commonly known as 2489 Curwensville-Grampian Highway, P.O. Box 42, Grampian, Pennsylvania 16838 (Assessment No. (126-0-610-000026) described in the attached Exhibit A on the 5<sup>th</sup> day of September, 2008 at 10:00 a.m.

The terms of this sale are set forth in the attached Notice which you are instructed to read.

Date: July 25, 2008



Attorney for Plaintiff

---

The above is a suggested form incorporating the Sheriff's Handbill as allowed by Pa.R.C.P. 3129.2(c). The Sheriff will continue to prepare and service this Handbill as before and will continue to advertise the sale, however, Plaintiff is required to give his own notice of sale as provided by Rule 3129.2. Plaintiff may prepare his own form if he chooses so long as he complies with the Pa. R.C.P. 3129(c). As to service and return of this Notice by Plaintiff, see Pa.R.C.P. 3129.2(c)(1), (2) and (3).

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

Double E. Singer, Inc.  
Attn: Frederick L. Painter  
2489 Curwensville-Grampian  
Highway  
P.O. Box 42  
Grampian, PA 16838

Clearfield Domestic Relations  
230 E Market Street  
Clearfield PA 16830

Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division  
6<sup>th</sup> Floor, Strawberry Square  
Dept. 280601  
Harrisburg, PA 17128

United States of America  
c/o U.S. Attorney for the Western  
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U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
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Commonwealth of Pennsylvania  
Attn: Sheriff's Sales  
Bureau of Compliance  
Department 280946  
Harrisburg, PA 17128-1230

Commonwealth of Pennsylvania  
Department of Labor & Industry  
7<sup>th</sup> & Forster Streets  
Harrisburg, PA 17121

Commonwealth of Pennsylvania  
P.O. Box 60130  
Harrisburg, PA 17106

Commonwealth of Pennsylvania  
Department of Public Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

PA Dept of Labor & Industry  
Office of Chief Counsel  
914 Penn Avenue, 6<sup>th</sup> Floor  
Pittsburgh, PA 15222

Unemployment Compensation  
Fund Commonwealth of PA  
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Pennsylvania Dept. of Revenue  
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Commonwealth of Pennsylvania  
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Clearance Support  
Department 281230  
Harrisburg, PA 17128-1230

Internal Revenue Service  
Attn: Advisory Section  
1001 Liberty Avenue, Suite 1300  
Pittsburgh, PA 15222

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1001 Liberty Avenue  
Pittsburgh, PA 15222

Commonwealth of Pennsylvania  
Department of Public Welfare  
TPL Casualty Unit/Estate Recovery  
Program  
Willow Oak Building  
P.O. Box 8486  
Harrisburg, PA 17105-8486

**NOTICE IS HEREBY GIVEN** to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

**YOU ARE HEREBY NOTIFIED** that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within County on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

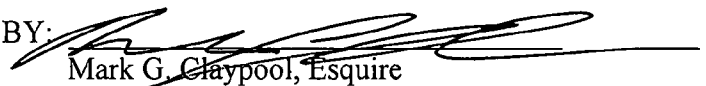
**YOU ARE FURTHER NOTIFIED** that the lien you hold against the said real estate will be divested by the sale and you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: July 25, 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



NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)

**NOTICE OF SHERIFF'S SALE TO DEFENDANT  
AND OWNER PURSUANT TO RULE 3129.2 OF THE  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1**

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **September 5, 2008**

TIME: **10:00 a.m.**

LOCATION: **Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830**

**THE PROPERTY TO BE SOLD** is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (*See DESCRIPTION ATTACHED*).

**THE LOCATION** of your property to be sold is:

2489 Curwensville-Grampian Highway  
P.O. Box 42  
Grampian, PA 16838  
Assessment No. 126-0-610-000026

**THIS JUDGMENT** under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

**JUDGMENT AMOUNT:** \$129,052.60 as of July 2, 2008 plus costs, fees and interest

**THE NAMES OF THE OWNERS OR REPUTED OWNERS OF THIS PROPERTY IS:**

**Double E. Singer, Inc.**

**A SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtain from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.**

**IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.**

**IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.**

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:**

**DANIEL J. NELSON, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982**

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**


3. A petition or petitions raising the legal issues or rights mentioned in the proceeding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office – Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY:

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

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

**NOTICE OF SHERIFF SALE TO DEFENDANT  
AND OWNER PURSUANT TO RULE 3129.2 OF THE  
PENNSYLVANIA RULES OF CIVIL PROCEDURE**

TO: DOUBLE E. SINGER, INC.:


Please take notice that by virtue of sundry writs of execution, and in this case, by Execution No. 2008-308-CD, the property owned by you at 2489 Curwensville – Grampian Highway, P.O. Box 42, Grampian, PA 16838(Assessment No. 126-0-610-0000026), which property is described in Exhibit “A” attached hereto, will be sold by CHESTER HAWKINS, Sheriff of Clearfield County, Pennsylvania, at the Clearfield County Court House, Clearfield, Pennsylvania on FRIDAY, SEPT. 5, 2008 at 10:00 A. M. E.S.T. You and all parties in interest and as claimants are further notified that a schedule of distribution will be on file in the Sheriff’s Office no later than thirty (30) days after the date of sale of any property sold under this Sheriff’s Sale and distribution of the proceeds will be made ten (10) days after said filing unless exceptions are filed with the Sheriff’s Office prior thereto.

If the money is not paid immediately after the property is struck off, it will be put up again and sold, and the purchaser held responsible for any loss, and in no case will a deed be delivered until money is paid.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: June 30, 2008

BY:

  
Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

### LEGAL DESCRIPTION

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BEGINNING at a point on the North bank of Kratzer Run where said bank intersects the East line of a tract belonging to the Harbison-Walker Refractories Company on which is their Stronach Fire Brick Plant; thence by said Harbison-Walker Company line North one degree forty-five minutes East three hundred seventy-five and five tenths (375.5) feet to a post on the right-of-way of the Harbison-Walker Refractories Company branch of the B.R.&P Railroad, said point being sixteen and five tenths (16.5) feet South of the center of said Railroad branch; thence along said right-of-way line in a northeasterly direction and in a northerly direction to the switchback; thence along the right-of-way line of said switchback southeasterly to the intersection with the East Branch of Fenton Run; thence down the said Fenton Run along its West bank the various courses to junction with Kratzer Run; thence following the various courses up the North bank of Kratzer Run to the place of beginning. Containing 9.79 acres.

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- g. Verna Munchak, widow to William Freeman, Trustee for Stony Point Camp, an unincorporated association, Deed dated August 12, 1960 in Deed Book Volume 484, Page 695.
- h. Verna Munchak, widow to William J. Spencer and Irene V. Spencer, Deed dated and recorded on September 20, 1962 in Deed Book Volume 498, Page 078.
- i. Verna Munchak, widow, to William L. Freeman, Deed dated August 17, 1968 and recorded September 17, 1968 in Deed Book Volume 540, Page 679.

**Exhibit A**

Being identified in the Mapping and Assessment Office of Clearfield County as Tax Map No. 16-G10-000-00026.

BEING the same premises conveyed to Double E. Singer, Inc. by deed dated August 7, 2006 and recorded August 7, 2006 in Clearfield County, Pennsylvania at Instrument No. 200613251 and bearing Clearfield County Index No. 126-G10-000026.


SEIZED, taken in execution to be sold as the property of DOUBLE E. SINGER, INC., A PENNSYLVANIA CORPORATION, at the suit of NORTHWEST SAVINGS BANK, AS SUCCESSOR BY MERGER TO CSB BANK. JUDGMENT NO. 08-308-CD

**CERTIFICATE OF MAILING - CERTIFIED MAIL/RETURN RECEIPT (PS Form 3811)**

Item mailed: Rule 3129.1 Notice of Sale of Real Estate

Date mailed: July \_\_, 2008

7105452264490236955J

RETURN RECEIPT SERVICE	POSTAGE		POSTMARK OR DATE 
	RESTRICTED DELIVERY FEE	0.00	
	CERTIFIED FEE	2.70	
	RETURN RECEIPT FEE	2.20	
	<b>SENT TO:</b> TOTAL POSTAGE AND FEE'S		

Code: NWSB v. Double E. Singer, Inc.  
File: 26286.638


**OCCUPANT**  
2489 Curwensville-Grampian Hwy  
P.O. Box 42  
Grampian, PA 16838

PS FORM 3800



**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(SEE OTHER SIDE)

7105452264490236953J

RETURN RECEIPT SERVICE	POSTAGE		POSTMARK OR DATE 
	RESTRICTED DELIVERY FEE	0.00	
	CERTIFIED FEE	2.70	
	RETURN RECEIPT FEE	2.20	
	<b>SENT TO:</b> TOTAL POSTAGE AND FEE'S		

Code: NWSB v. Double E. Singer, Inc.  
File: 26286.638

**Double E. Singer, Inc.**  
Attn: Frederick L. Painter  
2489 Curwensville-Grampian Hwy  
P.O. Box 42  
Grampian, PA 16838

PS FORM 3800



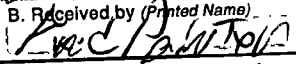



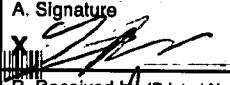
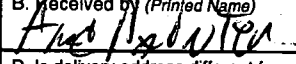
**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(SEE OTHER SIDE)

**CERTIFICATE OF MAILING - CERTIFIED MAIL/RETURN RECEIPT (PS Form 3811)**

Item mailed: Rule 3129.1 Notice of Sale of Real Estate

Date mailed: July \_\_, 2008

<b>2. Article Number</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 71054522644902369537		A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to:  Double E. Singer, Inc. Attn: Frederick L. Painter 2489 Curwensville-Grampian Hwy P.O. Box 42 Grampian, PA 16838		B. Received by (Printed Name) 	C. Date of Delivery 7-28-08
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Code: NWSB v. Double E. Singer, Inc.			
File: 26286.638			
PS Form 3811 Domestic Return Receipt			

<b>2. Article Number</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 71054522644902369551		A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to:  OCCUPANT 2489 Curwensville-Grampian Hwy P.O. Box 42 Grampian, PA 16838		B. Received by (Printed Name) 	C. Date of Delivery 7-28-08
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Code: NWSB v. Double E. Singer, Inc.			
File: 26286.638			
PS Form 3811 Domestic Return Receipt			



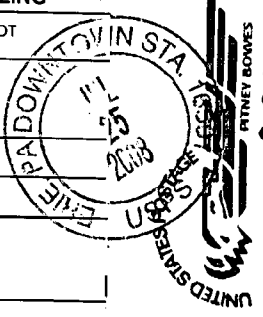
**CERTIFICATE OF MAILING (PS FORM 3817)**

Item mailed: Rule 3129.1 Notice of Sale of Real Estate


Date mailed: July 25, 2008

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
Mark G. Claypool, Esquire			
120 West Tenth Street			
Erie, Pennsylvania 16501-1461			
One piece of ordinary mail addressed to:			
Double E. Singer, Inc.			
2489 Curwensville-Grampian Highway			
P.O. Box 42			
Grampian, PA 16838			

PS Form 3817, January 2001

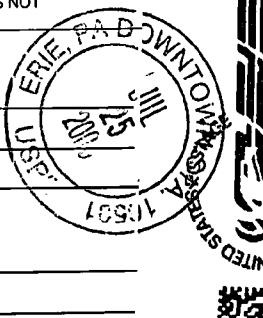


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MAILED FROM ZIP CODE 16501




U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
Mark G. Claypool, Esquire			
120 West Tenth Street			
Erie, Pennsylvania 16501-1461			
One piece of ordinary mail addressed to:			
Clearfield Domestic Relations			
230 E. Market Street			
Clearfield, PA 16830			

PS Form 3817, January 2001

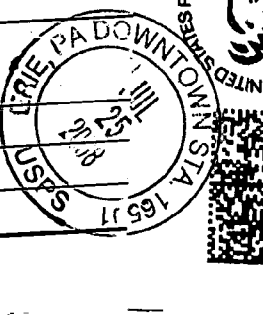


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MAILED FROM ZIP CODE 16501

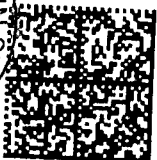


U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
Mark G. Claypool, Esquire			
120 West Tenth Street			
Erie, Pennsylvania 16501-1461			
One piece of ordinary mail addressed to:			
Commonwealth of Pennsylvania			
Bureau of Individual Tax			
Inheritance Tax Division			
6th Floor, Strawberry Square			
Dept. 280601			
Harrisburg, PA 17128			

PS Form 3817, January 2001



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**CERTIFICATE OF MAILING (PS FORM 3817)**

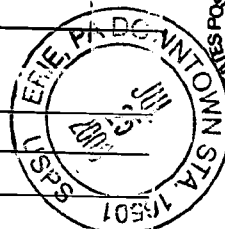
Item mailed: Rule 3129.1 Notice of Sale of Real Estate  
Date mailed: July 25, 2008

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire 120 West Tenth Street Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
United States of America c/o U.S. Atty. for the Western District of PA. U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, 15219	



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JUL 25 2008  
MAILED FROM ZIP CODE 16501

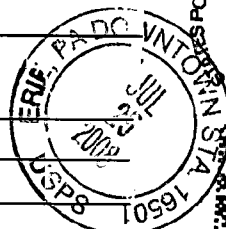
U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire 120 West Tenth Street Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
Commonwealth of Pennsylvania Attn: Sheriff's Sales Bureau of Compliance Department 280946 Harrisburg, PA 17128-1230	



02 1A  
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JUL 25 2008  
MAILED FROM ZIP CODE 16501

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire 120 West Tenth Street Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
Commonwealth of Pennsylvania Department of Labor & Industry 7th & Forster Streets Harrisburg, PA 17121	



02 1A  
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JUL 25 2008  
MAILED FROM ZIP CODE 16501

PS Form 3817, January 2001

**CERTIFICATE OF MAILING (PS FORM 3817)**

Item mailed: Rule 3129.1 Notice of Sale of Real Estate  
Date mailed: July 25, 2008

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
Mark G. Claypool, Esquire  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461

One piece of ordinary mail addressed to:  
Commonwealth of Pennsylvania  
P.O. Box 60130  
Harrisburg, PA 17106

ERIE, PA DOWNTOWN STA 16501  
JUL 25 2008  
UNITED STATES POSTAGE  
\$01.05  
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MAILED FROM ZIP CODE 16501

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
Mark G. Claypool, Esquire  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461

One piece of ordinary mail addressed to:  
Commonwealth of Pennsylvania  
Department of Public Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

ERIE, PA DOWNTOWN STA 16501  
JUL 25 2008  
UNITED STATES POSTAGE  
\$01.05  
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MAILED FROM ZIP CODE 16501

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
Mark G. Claypool, Esquire  
120 West Tenth Street  
Erie, PA 16501-1461

One piece of ordinary mail addressed to:  
PA Dept of Labor & Industry  
Office of Chief Counsel  
914 Penn Avenue, 6<sup>th</sup> Floor  
Pittsburgh, PA 15222

ERIE, PA DOWNTOWN STA 16501  
JUL 25 2008  
UNITED STATES POSTAGE  
\$01.05  
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MAILED FROM ZIP CODE 16501

PS Form 3817, January 2001

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Item mailed: Rule 3129.1 Notice of Sale of Real Estate  
Date mailed: July 25, 2008

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
Unemployment Compensation Fund	
Commonwealth of PA	
Department of Labor & Industry	
Room 915	
7th and Foster Street	
Harrisburg, PA 17121	

ERIE, PA DOWNTOWN STA. 16501  
JUL 25 2008  
USPS

UNITED STATES POSTAGE  
RITNEY BOWES  
\$01.05  
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0004610420 JUL 25 2008  
MAILED FROM ZIP CODE 16501

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
OCCUPANT	
2489 Curwensville-Grampian	
Highway	
P.O. Box 42	
Grampian, PA 16838	

ERIE, PA DOWNTOWN STA. 16501  
JUL 25 2008  
USPS

UNITED STATES POSTAGE  
RITNEY BOWES  
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0004610420 JUL 25 2008  
MAILED FROM ZIP CODE 16501

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
Pennsylvania Dept. of Revenue	
Department 280946	
Harrisburg, PA 17128-0946	

ERIE, PA DOWNTOWN STA. 16501  
JUL 25 2008  
USPS

UNITED STATES POSTAGE  
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0004610420 JUL 25 2008  
MAILED FROM ZIP CODE 16501

PS Form 3817, January 2001

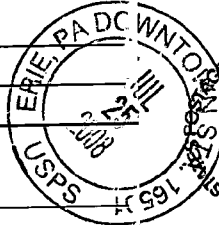
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Item mailed: Rule 3129.1 Notice of Sale of Real Estate

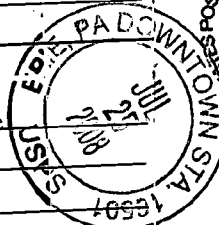
Date mailed: July 25, 2008

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
Commonwealth of Pennsylvania	
Inheritance Tax Office	
1400 Spring Garden Street	
Philadelphia, PA 19130	

PS Form 3817, January 2001

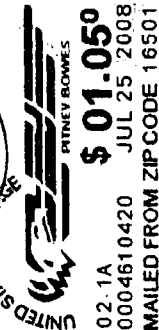
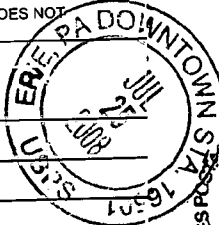


U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
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Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
Pennsylvania Dept of Revenue	
Department 280948	
Harrisburg, PA 17128-0948	



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
Commonwealth of Pennsylvania	
Attn: Sheriff's Sales	
Bureau of Compliance	
Clearance Support	
Department 281230	
Harrisburg, PA 17128-1230	

PS Form 3817, January 2001




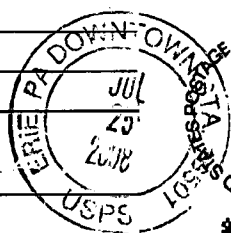
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Item mailed: Rule 3129.1 Notice of Sale of Real Estate


Date mailed: July 25, 2008

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
Internal Revenue Service	
Attn: Advisory Section	
1001 Liberty Avenue, Suite 1300	
Pittsburgh, PA 15222	

PS Form 3817, January 2001


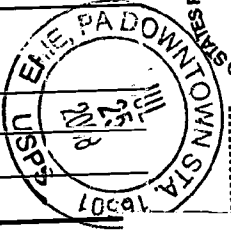


**\$ 01.05<sup>00</sup>**  
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0004610420 JUL 25 2008  
MAILED FROM ZIP CODE 16501




U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, Pennsylvania 16501-1461	
One piece of ordinary mail addressed to:	
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Federated Investors Tower	
13 <sup>th</sup> Floor, Suite 1300	
1001 Liberty Avenue	
Pittsburgh, PA 15222	

PS Form 3817, January 2001


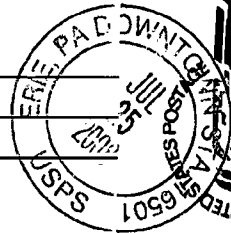


**\$ 01.05<sup>00</sup>**  
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0004610420 JUL 25 2008  
MAILED FROM ZIP CODE 16501



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Mark G. Claypool, Esquire	
120 West Tenth Street	
Erie, PA 16501-1461	
One piece of ordinary mail addressed to:	
Commonwealth of Pennsylvania	
Department of Public Welfare	
TPL Casualty Unit/Estate Recovery	
Program	
Willow Oak Building	
P.O. Box 8486	
Harrisburg, PA 17105-8486	

PS Form 3817, January 2001



**\$ 01.05<sup>00</sup>**  
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0004610420 JUL 25 2008  
MAILED FROM ZIP CODE 16501



NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)

) MOTION TO STAY FORECLOSURE AND  
) PERSONAL PROPERTY SALE  
)

) CODE:  
)

) Filed on behalf of plaintiff, Northwest Savings  
) Bank, as successor by merger to CSB Bank  
)

) Counsel of Record:  
) Mark G. Claypool, Esquire  
) PA I.D. No. 63199  
) KNOX MCLAUGHLIN GORNALL &  
) SENNETT, P.C.  
) 120 West Tenth Street  
) Erie, Pennsylvania 16501-1461  
) (814) 459-2800

**FILED** ICC *Att*  
*m/11:12cm*  
**DEC 24 2008** *Claypool*  
*(610)*  
5 William A. Shaw  
Prothonotary/Clerk of Courts



NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)

**MOTION TO STAY FORECLOSURE AND PERSONAL PROPERTY SALE**

AND NOW, this 22<sup>nd</sup> day of December, 2008, comes the plaintiff, Northwest Savings Bank, as successor by merger to CSB Bank ("Plaintiff"), by and through its attorneys, Knox McLaughlin Gornall & Sennett, P.C., with this Motion to Stay Foreclosure and Personal Property Sale, stating as follows:

1. Plaintiff is a Pennsylvania State chartered bank with a principle place of business at 100 Liberty Street, Drawer 128, Warren, Pennsylvania 16365.
2. Defendant, is a Pennsylvania Corporation maintaining an address of 2489 Curwensville-Grampian Highway, Grampian, Pennsylvania 16838. Defendant trades and does business as the Wildwood Inn.
3. On February 21, 2008, Plaintiff filed an Action in Mortgage Foreclosure against Defendant in the Court of Common Pleas of Clearfield County, at Docket No. 2008-308-CD with respect to property located at 2489 Curwensville-Grampian Highway, Grampian, Pennsylvania 16838 (the "Property").

4. Plaintiff received a judgment in this foreclosure action and proceeded to schedule a foreclosure sale. The original sale date has been continued twice already and is currently set for January 9, 2009.

5. Plaintiff is not permitted to further continue the Foreclosure Sale without having to re-advertise the sale and incur additional costs, it must request and receive an Order of Court providing for such continuance.

6. On September 26, 2008, Plaintiff began the instant action through the filing of a Complaint in Confession of Judgment against Defendant ("Confession of Judgment Action").

7. On September 26, 2008, Judgment was entered against Defendant in the Confession of Judgment Action.

8. Having received this judgment, Plaintiff executed on Defendant's personal property that was located at the Property and a sheriff's sale with respect to that personal property was scheduled for December 19, 2008 (the "Personal Property Sale").

9. On December 3, 2008, Defendant filed a Petition to Strike Judgment in this action claiming that it did not knowingly and voluntarily waive its right to a hearing and, as a result, the judgment Plaintiff received in the this Action should be stricken.

10. The Court scheduled a hearing on Defendant's Petition for January 7, 2009, two days before the currently scheduled Foreclosure Sale.

11. As a result of Defendant's Petition, Plaintiff has voluntarily continued the Personal Property Sale, which sale was based on the judgment obtained in the Confession of Judgment Action.

12. However, Plaintiff also wishes to continue the Foreclosure Sale to allow the Defendant's Petition to be addressed prior to any sales proceeding in this collection matter.

13. Plaintiff is not permitted to voluntarily continue the Foreclosure Sale without an Order of Court.

14. In addition to allowing time for the Defendant's petition to be addressed, continuing the sale will also allow the parties to attempt to resolve the pending Petition along with all other issues, without requiring the Plaintiff to complete the sale of the real property without knowing the status of personal property execution.

15. Counsel for Plaintiff attempted to confer with the Defendant regarding this Motion. However, the telephone number that Plaintiff has for Defendant has been disconnected and Plaintiff has no other immediate contact information for Plaintiff. A copy of this Motion is, however, being served via both first class and overnight mail on Defendant.

WHEREFORE, Plaintiff respectfully requests that this Court enter an order staying the Foreclosure Sale that is presently scheduled for January 9, 2009 and continuing it to a date to be determined by the Court after resolution of the Defendant's petition to strike, and without requiring further notice.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Attorneys for Northwest Savings Bank, as successor  
by merger to CSB Bank

BY: 

Neal R. Devlin

Pa. I.D. No. 89223

Mark G. Claypool

Pa. I.D. No. 63199

120 West Tenth Street

Erie, Pennsylvania 16501-1461

(814) 459-2800

#815615

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

Defendant

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

) CIVIL ACTION-LAW  
)

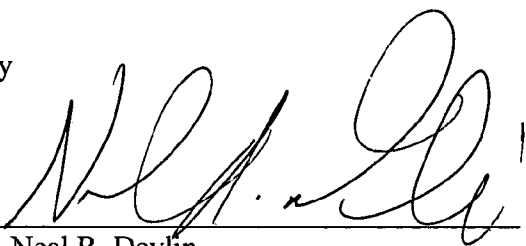
) NO. 2008-308-CD  
)

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Motion was served on the Defendant at the following  
address but First Class Mail and by Federal Express, Overnight Delivery. :

Double E. Singer, Inc.  
2489 Curwensville Grampian Highway  
Grampian, PA 16838

BY:



Neal R. Devlin  
Pa. I.D. No. 89223  
Mark G. Claypool  
Pa. I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

Defendant

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

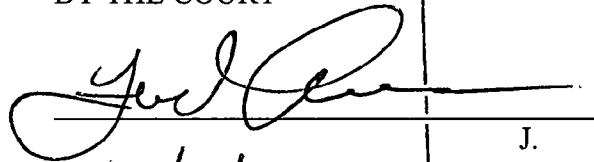
) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)  
)  
)

**PROPOSED ORDER**

AND NOW, upon consideration of Plaintiff's Motion to Stay Foreclosure Sale, said motion is **GRANTED**. The Foreclosure Sale with respect to 2489 Curwensville-Grampian Highway, Grampian, Pennsylvania 16838, which is presently scheduled for January 9, 2009, is stayed. That sale will be rescheduled to a date to be determined by this Court at a later date and such rescheduling will be by order of this Court, without requiring any further notice or advertising by the Plaintiff.

BY THE COURT

  
1/6/09  
J.

#815615

FILED

9/2:00 PM  
JAN 07 2009

CC ATT  
Claypool

①

William A. Shaw  
Prothonotary/Clerk of Courts

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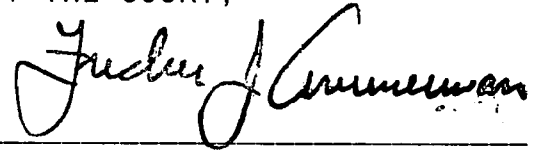
FILED 200 Atty Claypool  
914:00/BR 1CC Def.:  
JAN 09 2009 Attn: Frederick R. Miller  
William A. Shaw 2489 Curwensville - Gramplian  
Notary/Clerk of Courts Hu,  
Gramplan, PA 16838  
1CC Sheriff  
(without memo)  
(GIC)

GIL

NOW, this 7th day of January, 2009, following Hearing on the Request of the Respondent to Strike Judgment to Case No. 08-1826-CD wherein the Respondent Frederick Painter failed to appear, it is the further ORDER of this Court that the Sheriff of Clearfield County reschedule the mortgage foreclosure sale subsequent to the sale on personal property to be held pursuant to the case filed at the above-referenced number. No further notice or advertising need be provided by the Plaintiffs relative the mortgage foreclosure sale. However, the Plaintiff

shall be required to notify the Respondent Frederick  
Painter by regular mail of the mortgage foreclosure sale.

BY THE COURT,

A handwritten signature in cursive script, reading "Frederick J. Cunningham", written over a horizontal line.

President Judge



FILED

JAN 09 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/9/09

\_\_\_ 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:

08-308-CD

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

5 FILED

MAR - 4 2009

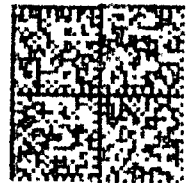
William A. Shaw  
Prothonotary/Clerk of Courts

no further  
address in  
file

Double E. Singer, inc.  
Attn: Frederick L. Painter  
2489 Curwensville-Grampian Hwy.  
Grampian, F

1683000549

165 DFE 1 209C 00 03/02/09  
RETURN TO SENDER  
RETURN TO INC  
DOUBLE E SINGER INC  
MOVED LEFT TO FORWARD  
UNABLE TO RETURN TO SENDER  
BC: 168300054949 x1173-02478-12-39



Hasler

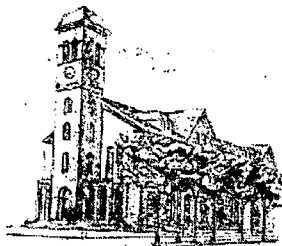
016H16505405  
\$00.590  
01/12/2009  
Mailed From 16830  
US POSTAGE

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

NORTHWEST SAVINGS BANK,       }  
AS SUCCESSOR BY MERGER TO       }  
CSB BANK                               }  
VS                                       } NO. 08-308-CD  
DOUBLE E. SINGER, INC., A       }  
PENNSYLVANIA CORPORATION,       }  
t/d/b/a WILDWOOD INN               }

O R D E R

NOW, this 7th day of January, 2009, following  
Hearing on the Request of the Respondent to Strike  
Judgment to Case No. 08-1826-CD wherein the Respondent  
Frederick Painter failed to appear, it is the further  
ORDER of this Court that the Sheriff of Clearfield County  
reschedule the mortgage foreclosure sale subsequent to the  
sale on personal property to be held pursuant to the case  
filed at the above-referenced number. No further notice  
or advertising need be provided by the Plaintiffs relative  
the mortgage foreclosure sale. However, the Plaintiff



## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ [www.clearfieldco.org](http://www.clearfieldco.org)

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 1/9/09

           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

  X   Defendant(s)            Defendant(s) Attorney

           Special Instructions:

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation

Defendant

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

) CIVIL ACTION - LAW  
)  
)  
)

) No. 08-308-CD  
)  
)  
)  
)

**PRAECIPE TO FILE RETURN OF SERVICE**

TO THE PROTHONOTARY:


Please file the Return of Service in the above matter.

Respectfully submitted,

KNOX MCLAUGHLIN GORNALL  
& SENNETT, P.C.

Dated: April 1, 2009

By:

  
Mark G. Claypool  
PA I.D. 63199  
120 West Tenth Street  
Erie, PA 16501  
(814) 459-2800

# 831531.v1

<sup>5</sup>  
**FILED** <sup>NO</sup> <sup>cc</sup>  
m 10:52 AM  
APR 02 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

DOUBLE E. SINGER

Defendant

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

)  
) CIVIL ACTION - LAW

)  
) No. 08-308-CD  
)  
)

**RETURN OF SERVICE**

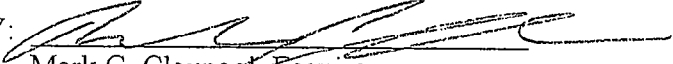
I, the undersigned, hereby certify that a true and correct copy of the Order and Notice of Rescheduled Hearing in this matter was served by regular United States Mail, return receipt requested on Double E. Singer, Inc., c/o Frederick Painter, 2489 Curwensville-Grampian Highway, P.O. Box 42, Grampian, PA 16838 and Frederick Painter, 2489 Curwensville-Grampian Highway, P.O. Box 42, Grampian, PA 16838

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Date: March 6, 2009

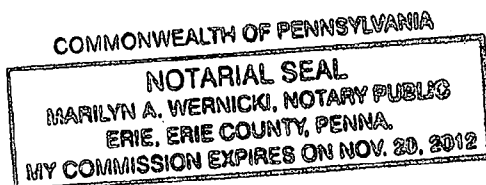
BY:

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

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 6<sup>TH</sup> DAY OF MARCH, 2009.

  
Notary Public

# 827278.v1



**CERTIFICATE OF MAILING (PS FORM 3817)**

Item mailed: Order and Notice of Rescheduled Hearing

Date mailed: March 6, 2009

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Mark G. Claypool, Esquire 120 West Tenth Street Erie, Pennsylvania 16501-1461
One piece of ordinary mail addressed to:	Double E. Singer c/o Frederick Painter 2489 Curwensville-Grampian Highway P.O. Box 42 Grampian, PA 16838

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Mark G. Claypool, Esquire 120 West Tenth Street Erie, Pennsylvania 16501-1461
One piece of ordinary mail addressed to:	Frederick Painter 2489 Curwensville-Grampian Highway P.O. Box 42 Grampian, PA 16838

PS Form 3817, January 2001

**KNOX  
McLAUGHLIN  
GORNALL  
& SENNETT**

Attorneys & Counselors

A Professional Corporation

120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
814-459-2800  
814-453-4530 (fax)

www.kmgslaw.com

RICHARD H. ZAMBOLDI  
JACK M. GORNALL  
HARRY K. THOMAS  
JAMES S. BRYAN\*  
MICHAEL A. FETZNER\*  
MICHAEL J. VISNOSKY  
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JEREMY T. TOMAN  
JULIA M. WERNER

Of Counsel  
HARVEY D. McCLURE

\* Also licensed to practice in New York  
† Also licensed to practice in Ohio  
+ Registered Patent Attorney

11 Park Street  
North East, Pennsylvania 16428

9902 North Meadville Street  
Cranesville, Pennsylvania 16410

509 North Main Street  
Jamestown, New York 14701

Mark G. Claypool  
mclaypool@kmgslaw.com

March 6, 2009

Frederick Painter  
2489 Curwensville-Grampian Highway  
P.O. Box 42  
Grampian, PA 16838

RE: Northwest Savings Bank v. Double E. Singer  
No. 08-308-CD


Dear Mr. Painter:

Enclosed please find a copy of the Order rescheduling the Mortgage Foreclosure Sale. Please note the sale has been rescheduled from January 9, 2009 to Friday, April 3, 2009 at 10:00 in the Clearfield County Sheriff's office. Should you have any questions or concerns, please feel free to call.

Thank you.

Very truly yours,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

By:   
Mark G. Claypool

MGC/tss  
Enclosure  
# 827225.v1



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

NORTHWEST SAVINGS BANK,            }  
AS SUCCESSOR BY MERGER TO        }  
CSB BANK                               }  
VS                                       } NO. 08-308-CD  
DOUBLE E. SINGER, INC., A        }  
PENNSYLVANIA CORPORATION,       }  
t/d/b/a WILDWOOD INN            }

O R D E R

NOW, this 7th day of January, 2009, following  
Hearing on the Request of the Respondent to Strike  
Judgment to Case No. 08-1826-CD wherein the Respondent  
Frederick Painter failed to appear, it is the further  
ORDER of this Court that the Sheriff of Clearfield County  
reschedule the mortgage foreclosure sale subsequent to the  
sale on personal property to be held pursuant to the case  
filed at the above-referenced number. No further notice  
or advertising need be provided by the Plaintiffs relative  
the mortgage foreclosure sale. However, the Plaintiff

shall be required to notify the Respondent Frederick  
Painter by regular mail of the mortgage foreclosure sale.

BY THE COURT;

/S/ Fredric J Ammerman

---

President Judge

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

JAN 09 2003

Attest.

*[Signature]*  
Fredric J. Ammerman  
President Judge  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20795

NO: 08-308-CD

PLAINTIFF: NORTHWEST SAVINGS BANK, AS SUCCESSOR BY MERGER TO CSB BANK

vs.

DEFENDANT: DOUBLE E. SINGER, INC., A PENNSYLVANIA CORPORATION

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/2/2008

LEVY TAKEN 7/21/2008 @ 2:15 PM

POSTED 7/21/2008 @ 2:15 PM

SALE HELD 4/3/2009

SOLD TO NORTHWEST SAVINGS BANK, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 6/25/2009

DATE DEED FILED 6/25/2009

PROPERTY ADDRESS 2489 CURWENSVILLE-GRAMPIAN HIGHWAY GRAMPIAN , PA 16838

FILED  
014:0030  
JUN 25 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

7/21/2008 @ 2:15 PM SERVED DOUBLE E. SINGER, INC., A PENNSYLVANIA CORPORATION

SERVED DOUBLE E. SINGER, INC., A PENNSYLVANIA CORPORATION, AT 2489 CURWENSVILLE-GRAMPIAN HIGHWAY, GRAMPIAN, PA 16838 BY HANDING TO FRED PAINTER, OWNER AT HIS PLACE OF EMPLOYMENT 2489 CURWENSVILLE-GRAMPIAN HIGHWAY, GRAMPIAN, PA

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, AUGUST 28, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 5, 2008 TO NOVEMBER 7, 2008.

@ SERVED

NOW, NOVEMBER 6, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 7, 2008 TO JANUARY 9, 2009.

@ SERVED

NOW, JANUARY 7, 2009 RECEIVED AN ORDER TO STAY THE SHERIFF SALE SCHEDULED FOR JANUARY 9, 2009 TO BE RESCHEDULED TO A DATE TO BE DETERMINED BY THE COURT, WITHOUT REQUIRING ANY FURTHER NOTICE OR ADVERTISING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20795

NO: 08-308-CD

PLAINTIFF: NORTHWEST SAVINGS BANK, AS SUCCESSOR BY MERGER TO CSB BANK

vs.

DEFENDANT: DOUBLE E. SINGER, INC., A PENNSYLVANIA CORPORATION

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$256.64

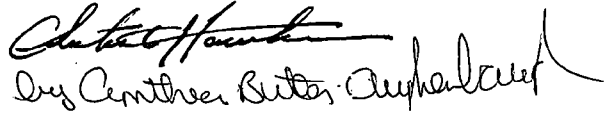
SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Northwest Savings Bank,  
CSB Bank

Vs.

NO.: 2008-00308-CD

Double E. Singer, Inc.

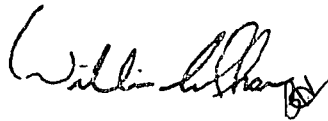
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

- (1) See Attached Property Description

AMOUNT DUE/PRINCIPAL: \$129,052.60  
INTEREST FROM: \$  
ATTY'S COMM: \$  
DATE: 7/2/2008

PROTH. COSTS PAID: \$135.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 2nd day  
of July A.D. 2008  
At 2:00 A.M./P.M.

Requesting Party: Mark G. Claypool, Esq.  
120 West Tenth Street  
Erie, PA 16501-1461  
(814) 459-2800

Christopher A. Henderson  
Sheriff by Cynthia Butler-Caplan

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation,

Defendant

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

) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)

### LEGAL DESCRIPTION

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

BEGINNING at a point on the North bank of Kratzer Run where said bank intersects the East line of a tract belonging to the Harbison-Walker Refractories Company on which is their Stronach Fire Brick Plant; thence by said Harbison-Walker Company line North one degree forty-five minutes East three hundred seventy-five and five tenths (375.5) feet to a post on the right-of-way of the Harbison-Walker Refractories Company branch of the B.R.&P Railroad, said point being sixteen and five tenths (16.5) feet South of the center of said Railroad branch; thence along said right-of-way line in a northeasterly direction and in a northerly direction to the switchback; thence along the right-of-way line of said switchback southeasterly to the intersection with the East Branch of Fenton Run; thence down the said Fenton Run along its West bank the various courses to junction with Kratzer Run; thence following the various courses up the North bank of Kratzer Run to the place of beginning. Containing 9.79 acres.

ALSO excepting and reserving therefrom that portion of the above described premises taken by the Commonwealth of Pennsylvania for the purpose of relocating the right of way of Highway Route 322 as set out in a Deed of release and quit claim dated July 8, 1950.

ALSO excepting and reserving the following portion of the above described premises heretofore conveyed by Verna Munchak:

- g. Verna Munchak, widow to William Freeman, Trustee for Stony Point Camp, an unincorporated association, Deed dated August 12, 1960 in Deed Book Volume 484, Page 695.
- h. Verna Munchak, widow to William J. Spencer and Irene V. Spencer, Deed dated and recorded on September 20, 1962 in Deed Book Volume 498, Page 078.
- i. Verna Munchak, widow, to William L. Freeman, Deed dated August 17, 1968 and recorded September 17, 1968 in Deed Book Volume 540, Page 679.

### Exhibit A

Being identified in the Mapping and Assessment Office of Clearfield County as Tax Map No. 16-G10-000-00026.

BEING the same premises conveyed to Double E. Singer, Inc. by deed dated August 7, 2006 and recorded August 7, 2006 in Clearfield County, Pennsylvania at Instrument No. 200613251 and bearing Clearfield County Index No. 126-G10-000026.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY:



Mark G. Claypool, Esquire  
Attorneys for Plaintiff  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 780798

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DOUBLE E. SINGER, INC., A PENNSYLVANIA CORPORATION

NO. 08-308-CD

NOW, May 11, 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 April 03, 2009, I exposed the within described real estate of Double E. Singer, Inc., A Pennsylvania Corporation to public venue or outcry at which time and place I sold the same to NORTHWEST SAVINGS BANK, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	14.04
LEVY	15.00
MILEAGE	14.04
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	7.56
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$256.64</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	124,138.18
INTEREST @ 29.7900 %	12,779.91
FROM 01/30/2008 TO 04/03/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	190.47
COST OF SUIT-TO BE ADDED	208.30
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	3,330.65
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$141,852.51</b>

**COSTS:**

ADVERTISING	479.14
TAXES - COLLECTOR	595.89
TAXES - TAX CLAIM	2,408.90
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	256.64
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$4,175.07</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





Attorneys &amp; Counselors

Mark G. Claypool  
mclaypool@kmgslaw.com

August 26, 2008

A Professional Corporation

120 West Tenth Street  
Eric, Pennsylvania 16501-1461  
814-459-2800  
Fax 814-459-4530

509 North Main Street  
Jamestown, New York 14701-5027  
716-338-0613  
Fax 716-484-7023

www.kmgslaw.com

RICHARD H. ZAMBOLDI  
JACK M. GORNALL  
HARRY K. THOMAS  
MICHAEL A. FITZNER\*  
MICHAEL J. VISNOSKY  
DONALD E. WRIGHT, JR.  
RICHARD W. FERHACS  
ROBERT G. DWYER  
CHRISTINE WALL McCLURE  
R. PERRIN BAKER  
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NADIA A. HAVARD\*  
ELLIOTT J. EHRENREICH  
TIMOTHY S. WACHTER  
TIMOTHY D. IANNINI  
JEREMY T. YOMAN

Of Counsel:

WILLIAM C. SENNETT  
HARVEY D. McCLURE

Via fax 1-814-765-5915  
Chester A. Hawkins, Sheriff  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
Attn: Cynthia Butler-Aughenbaugh

RE: Northwest Savings Bank v. Double E. Singer  
No. 08-308 CD

Dear Sheriff Hawkins:

This office represents Northwest Savings Bank in the above-referenced matter. Please continue the Sheriff Sale in the above-captioned matter currently scheduled for Friday, September 5, 2008 at 10:00 a.m. to November 7, 2008 at 10:00 Please announce the continuance at the September 5, 2008 sale date. Should you have any questions or comments, please do not hesitate to call.

Thank you for your consideration.

Very truly yours,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

By:

*Mark G. Claypool*  
Mark G. Claypool

MGC/tss  
# 797760

cc: Northwest Savings Bank  
Christina Briggs, Credit Workout Specialist

\* Also Licensed to practice in New York  
† Also licensed to practice in Ohio  
- Registered Patent Attorney



Attorneys &amp; Counselors

Mark G. Claypool  
mclaypool@kmgslaw.com

November 6, 2008

## A Professional Corporation

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509 North Main Street  
Jamestown, New York 14701-5027  
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JEREMY T. TOMAN  
JULIA M. WERNER

Of Counsel:  
HARVEY D. McCLURE

\* Also licensed to practice in New York  
† Also licensed to practice in Ohio  
- Registered Patent Attorney

Via Fax 1-814-765-5915  
Chester A. Hawkins, Sheriff  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
ATTN: Cynthia Butler-Aughenbaugh

RE: Northwest Savings Bank v. Double E. Singer  
No. 08-308-CD

Dear Sheriff Hawkins:

This office represents Northwest Savings Bank in the above matter. Per my conversation with Ms. Butler-Aughenbaugh of your office, please continue the Sheriff Sale scheduled for, Friday, November 7, 2008 at 10:00 to January 9, 2009 at 10:00. Please announce this change if anyone shows up for the currently scheduled sale date. Also, my understanding is that the personal property sale will take place on December 19, 2008. Should you require anything further, please do not hesitate to call.

Thank you.

Very truly yours,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

By: \_\_\_\_\_  
Mark G. Claypool

MGC/tss  
#809074

cc: Christina Briggs, Credit Workout Specialist  
Northwest Savings Bank

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

Defendant

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

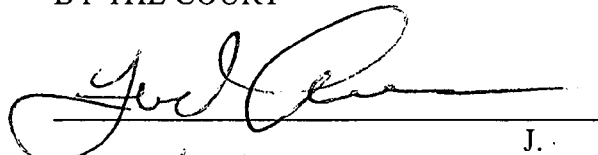
) CIVIL ACTION-LAW  
)

) NO. 2008-308-CD  
)  
)  
)  
)

~~PROPOSED~~ ORDER

AND NOW, upon consideration of Plaintiff's Motion to Stay Foreclosure Sale, said motion is **GRANTED**. The Foreclosure Sale with respect to 2489 Curwensville-Grampian Highway, Grampian, Pennsylvania 16838, which is presently scheduled for January 9, 2009, is stayed. That sale will be rescheduled to a date to be determined by this Court at a later date and such rescheduling will be by order of this Court, without requiring any further notice or advertising by the Plaintiff.

BY THE COURT

  
J.  
1/6/09

#815615

FILED 1 CC ATT  
9/2:00pm Claypool  
JAN 07 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK,           }  
AS SUCCESSOR BY MERGER TO       }  
CSB BANK                               }  
VS                                       } NO. 08-308-CD  
DOUBLE E. SINGER, INC., A       }  
PENNSYLVANIA CORPORATION,       }  
t/d/b/a WILDWOOD INN           }

O R D E R

NOW, this 7th day of January, 2009, following  
Hearing on the Request of the Respondent to Strike  
Judgment to Case No. 08-1826-CD wherein the Respondent  
Frederick Painter failed to appear, it is the further  
ORDER of this Court that the Sheriff of Clearfield County  
reschedule the mortgage foreclosure sale subsequent to the  
sale on personal property to be held pursuant to the case  
filed at the above-referenced number. No further notice  
or advertising need be provided by the Plaintiffs relative  
the mortgage foreclosure sale. However, the Plaintiff

shall be required to notify the Respondent Frederick  
Painter by regular mail of the mortgage foreclosure sale.

BY THE COURT,

/S/ Fredric J Ammerman

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President Judge

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

JAN 09 2003

Attest.

*William H. [Signature]*  
Prothonotary/  
Clerk of Courts