

08-1982-CD  
Northwest Savings vs Russell Bloom al

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

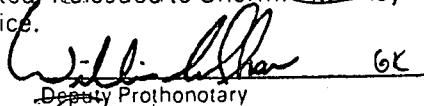
v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
: COMPLAINT IN MORTGAGE  
: FORECLOSURE  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

FILED 2cc Sheriff  
OCT 16 2008 Atty pd.  
William A. Shaw  
Prothonotary/Clerk of Courts

March 9, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
William A. Shaw  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
v. : CIVIL ACTION - LAW  
:  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO.

TO: Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

**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 OTHER RIGHTS IMPORTANT TO YOU.

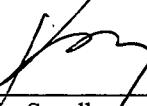
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

**MARSH SPAEDER-BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO.  
TO: Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

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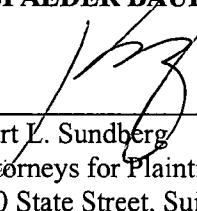
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**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
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NORTHWEST SAVINGS BANK, :  
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Plaintiff :  
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RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO.

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the plaintiff, Northwest Savings Bank, by its attorneys, Marsh Spaeder Baur Spaeder & Schaaf, LLP, and files the following Complaint in Mortgage Foreclosure and avers as follows:

1. The plaintiff is Northwest Savings Bank, a bank organized under the laws of the Commonwealth of Pennsylvania with its principal offices situate at 100 Liberty Street, Warren, Pennsylvania 16365 (hereinafter referred to as "MORTGAGEE"). Northwest Savings Bank acquired CSB Bank and therefore is successor-in-interest to CSB Bank.

2. The defendant, Russell Harry Bloom, Jr., is an adult individual who resides at 374 Carbide Road, Curwensville, Pennsylvania 16833. The defendant, Sharon Lynn Bloom, is an adult individual who resides at 374 Carbide Road, Curwensville, Pennsylvania 16833. The defendants, Russell Harry Bloom, Jr. and Sharon Lynn Bloom, are hereinafter jointly and severally referred to as the "MORTGAGORS."

3. At all times material to MORTGAGEE's cause of action, the MORTGAGORS have been the owners of a parcel of land and building situate in the Township of Pike, County of Clearfield, and Commonwealth of Pennsylvania, described as follows:

All that certain parcel or piece of ground situate in Bloomington, Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin in center of Highway No. L.R. 17094, at the original location of the S.W. corner of larger tract now or formerly of Walter and Jean Elensky (9.83 acre tract) as allowed by Deed Book 610, page 154, and legal assignments; thence from said found iron pin South 82 degrees 27 minutes 13 seconds East 16.50 feet to a point in the right-of-way of L.R. 17094 on corner of lot now or formerly of Esther Brown; thence by same and further on by land now or formerly of Donald Durandetta, South 82 degrees 27 minutes 13 seconds East 210.70 feet to an iron pipe; thence by other lands now or formerly of Walter Elensky, Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds East 255.93 feet to an iron pipe; thence still by same North 76 degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

Containing 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E., dated May 24, 1988.

Being commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126.

Being the same premises conveyed to Russell Harry Bloom, Jr. and Sharon Lynn Bloom, husband and wife, by deed of Russell H. Bloom, Sr., single, dated May 21, 1998, and recorded in the Office of the Recorder of Deeds in Volume 1934, page 572.

(hereinafter referred to as the "Property"). A true and correct copy of said Deed is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "A."

4. On March 5, 2003, in consideration of the loan of \$30,000.00 made by MORTGAGEE to MORTGAGORS, the MORTGAGORS executed and delivered to MORTGAGEE a Note secured by a Mortgage on the Property above described in the principal amount of \$30,000.00, obligating the MORTGAGORS to pay the sum of \$297.63 per month, which payments were due on or before the first (1st) day of each month, with interest on the unpaid principal balance from the date of said Note, until paid, at the rate of 8.625% per annum.

A true and correct copy of the said Note is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "B." Said Mortgage is recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200303612, and a true and correct copy of said Mortgage is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "C."

5. Pursuant to the terms of said Mortgage above recited and its accompanying Note, failure to make a monthly payment when due constitutes a default. The MORTGAGORS have defaulted in their required monthly payments by failing and refusing to pay the MORTGAGEE the required monthly payments of principal and interest for the months of April through September of 2008. The last monthly payment was applied to March of 2008, and the total delinquency amounts to six (6) months. The MORTGAGEE has made repeated demands on the MORTGAGORS to pay said monthly payments, but without success.

6. As of September 16, 2008, the total arrearages due and owing the MORTGAGEE is \$2,593.00. As of the anticipated Sheriff's Sale date, the amount due the MORTGAGEE will be:

Principal Balance	\$24,858.90
Negative Escrow	94.69
Interest to 01/23/09, anticipated date of Sheriff's Sale	2,036.60
Late charges to 01/23/09, anticipated date of Sheriff's Sale	193.78
Collection Fee	<u>2,500.00</u>
<b>TOTAL</b>	<b>\$29,683.97</b>

Plus all costs of any kind or nature.

7. MORTGAGEE certifies that notice of intention to foreclose was given to MORTGAGORS by MORTGAGEE pursuant to Section 403 of Act No. 6 of the General Assembly of the Commonwealth of Pennsylvania. True and correct copies of said Notices of Intention to Foreclose sent to MORTGAGORS and certified mail receipts and domestic return

receipts showing mailing and receipt or nonreceipt by the MORTGAGORS of said Notice are attached hereto, are incorporated herein by reference, and have been marked EXHIBIT "D."

8. MORTGAGEE has given the MORTGAGORS notice pursuant to Section 1680.403c of Article IV-C of the Pennsylvania Housing Finance Agency Law, known as the Pennsylvania Homeowner's Emergency Mortgage Assistance Act. True and correct copies of said Notices sent to MORTGAGORS and certified mail receipts and domestic return receipts showing mailing and receipt or nonreceipt by the MORTGAGORS of said Notices are attached hereto, are incorporated herein by reference, and have been marked EXHIBIT "E." Neither of the MORTGAGORS has met with MORTGAGEE or an approved consumer credit counseling agency within thirty-three (33) days after the postmark date of said Notices.

WHEREFORE, plaintiff demands judgment against the defendants in the amount of \$29,683.97, plus costs of suit, Sheriff's Sale and foreclosure and sale of the mortgaged Property.

Respectfully submitted,

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

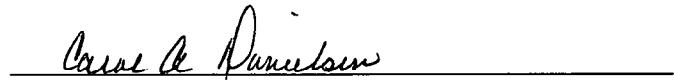
  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**Exhibits Attached:**

- "A" Deed
- "B" Note
- "C" Mortgage
- "D" Notice of Intention to Foreclose Mortgage, together with Certified Mail Receipts and Domestic Return Receipts
- "E" Notice Under Homeowner's Emergency Mortgage Assistance Act, together with Certified Mail Receipts and Domestic Return Receipts

**VERIFICATION**

I, Carol A. Danielson, Collections Specialist for Northwest Savings Bank, hereby verify that the facts contained in the within Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities and is given pursuant to the provisions for verification of pleadings as defined and provided for in Rule 1024 of the Pennsylvania Rules of Civil Procedure.

  
\_\_\_\_\_  
Carol A. Danielson  
Collections Specialist  
Northwest Savings Bank

va 1024-20572

## THIS DEED

MADE this 21st. day of May in the year nineteen hundred and  
ninety-eight (1998)

BETWEEN RUSSELL H. BLOOM, SR., single, of R.D. 1, Curwenville,  
Clearfield County, Pennsylvania, Party of the First Part,  
GRANTOR

AND

RUSSELL BARRY BLOOM, JR. and SHARON LYNN BLOOM, husband and wife,  
of R.D. 1, Curwenville, Clearfield County, Pennsylvania, as  
tenants by entireties, Parties of the Second Part, GRANTEES

WITNESSETH, that in consideration of One Dollar (\$1.00) in hand  
paid, the receipt whereof is hereby acknowledged, the said  
Grantor does hereby grant and convey to the said Grantee, their  
heirs and assigns,

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

BEGINNING at an iron pin in center of Highway No. L.R.  
17094 at the original location of the S.W. corner of larger tract  
of Walter and Jean Elenky (9.83 acre tract), as allowed by Deed  
Book 610, Page 154, and legal assignments; thence from said  
found iron pin South 82 degrees 27 minutes 13 seconds East 16.50  
feet to a point in the right-of-way of L.R. 17094 on corner of  
lot of Esther Brown; thence by same and further on by Donald  
Durandetta South 82 degrees 27 minutes 13 seconds East 210.70  
feet to an iron pipe; thence by other lands of Walter Elenky,  
Jr. and Jean A. Elenky North 7 degrees 39 minutes 29 seconds  
East 255.93 feet to an iron pipe; thence still by same North 76  
degrees 30 minutes 26 seconds West 312.82 feet to a 6 inch square

THOMAS F. MORRISON  
ATTORNEY AT LAW  
CLEARFIELD, PA

EXHIBIT

tabby

A

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wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

CONTAINING 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E. dated May 24, 1988.

BEING the same premises as was conveyed by Russell Harry Bloom, Jr. and Sharon Lynn Bloom to the Grantor herein by a deed dated January 22, 1992 recorded January 23, 1992 in Volume 1439 Page 69.

Being identified in the Office of Mapping and Assessment as No. 126-XII-126.

EXCEPTING AND RESERVING, therefrom, such minerals and mineral rights as do not belong to the Grantor.

ALSO EXCEPTING AND RESERVING all the oil or gas in, under or upon the premises described herein, together with any and all rights necessary or convenient to produce, store or transport the same.

For the purpose of complying with the act of July 17, 1957, P.L. 1984; 52 P.S. Supp. 155, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice;

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

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This \_\_\_\_\_ day of \_\_\_\_\_

THOMAS P. MORAN  
ATTORNEY AT LAW  
CHARLOTTE, NC

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And the said Grantor does hereby warrant specially the property  
hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and  
seal the day and year first above written.

Sealed and delivered  
in the presence of:

Levin et al., Inc.

Russell H. Bloom (SEAL)  
Russell H. Bloom, Sr.

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee  
herein is as follows:

R.R. 1, Box 152  
Curwensville, PA 16833

Thomas F. Moran  
Attorney or Agent for Grantee

THIS IS A CONVEYANCE FROM FATHER TO SON AND DAUGHTER-IN-LAW AND  
THEREFORE NO TRANSFER TAX IS DUE.

THOMAS F. MORAN  
ATTORNEY AT LAW  
GLENVILLE, PA

10/03/2008 12:09

Received:  
8143655019

FALCON

Oct 3 2008 12:01pm

PAGE 06

VOL 1974, PAGE 575

STATE OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD, SE:

On this, the 21<sup>st</sup> day of May, 1998, before me the undersigned officer, personally appeared Russell H. Bloom, Sr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Anne L. Morgan*  
NOTARIAL SEAL  
ANNE L. MORGAN, Notary Public  
Clearfield, Clearfield County, Pa.  
My Commission Expires Feb. 11, 1999

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:15A 5-26-98  
BY *SL* (Signature)  
FEES *15.00*  
Karen L. Stark, Recorder

*Instrument was duly executed  
recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.*

*Karen L. Stark*  
Karen L. Stark  
Recorder of Deeds

THOMAS P. MORGAN  
ATTORNEY AT LAW  
CLEARFIELD, PA

Entered of Record 5-26-98 9:15A Karen L. Stark, Recorder

# NOTE

March 5, 2003

Clearfield

PA

[Date]

[City]

[State]

R. R. 1, Box 152, Curwensville, PA 16833

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 30,000.00 plus interest, to the order of the Lender. The Lender is CSB Bank (this amount is called "Principal"),

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payment on the 1<sup>st</sup> day of each month beginning on May 1, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P. O. Box 29, Curwensville, PA 16833-0029

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

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 297.63

## 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

EXHIBIT

B

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -5N (0005)

VMP MORTGAGE FORMS - (800)521-7291

Printed on Recycled Paper

Form 3200 1/01

Page 1 of 3

Initials: *RHB*

*SLB*



## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

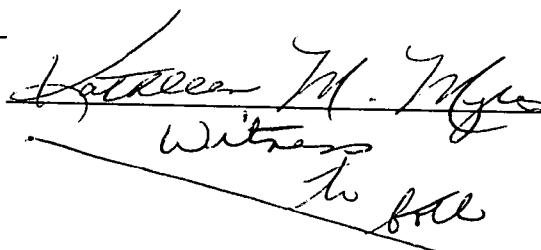
## 10. UNIFORM SECURED NOTE

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

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

  
Kathleen M. Myers  
(Seal)  
-Borrower  
Witness  
to file

  
Harry Russell Bloom, Jr.  
(Seal)  
-Borrower

  
Sharon Lynn Bloom  
(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: July 2, 2008

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.  
This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):	Russell H. Bloom Jr & Sharon L. Bloom
PROPERTY ADDRESS:	374 Carbide Rd Curwensville, PA 16833 - 6625
LOAN ACCT. NO.:	2865002477
ORIGINAL LENDER:	Northwest Savings Bank
CURRENT LENDER/SERVICER:	Northwest Savings Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

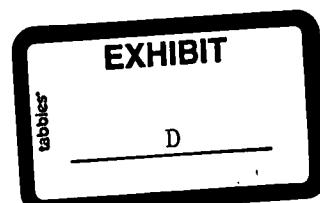
**CONSUMER CREDIT COUNSELING AGENCIES**—If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE**



**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1743.66 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Northwest Savings Bank  
P.O. Box 337, 100 Liberty St.  
Warren, Pa. 16365

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**—If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: Northwest Savings Bank  
Address: P.O. Box 337, 100 Liberty St.  
Warren, Pa. 16365  
Phone Number: 1-800-789-8075  
Fax Number: 1-814-728-7740  
Contact Person: James Vile

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED IF YOU

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

CLEARFIELD COUNTY

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

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

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

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

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

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Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$

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Postmark 

See Reverse for Instructions

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(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$

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Postmark 

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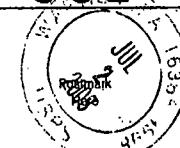
U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$

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Postmark 

See Reverse for Instructions

PS Form 3800, August 2006

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

**OFFICIAL USE**

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Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$

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Postmark 

See Reverse for Instructions

PS Form 3800, August 2006

1. **SENDER: COMPLETE THIS SECTION**

2. **RECIPIENT: COMPLETE THIS SECTION**

3. **Delivery Address:** *SHARON L. BLOOM*  
211 W SCHOOL AVE., APT A  
CLEARFIELD, PA 16830-1664

4. **Service Type:**  Certified Mail  Express Mail  Registered Mail  Return Receipt for Merchandise  
 Inkjet Mail  C.I.D.  *Sharon L. Bloom*  Yes

5. **Signature:** *Sharon L. Bloom*

6. **Date:** *7-17-04*

7. **Comments:** *PS Form 3811, February 2004*

8. **Domestic Return Receipt:**  Yes  No

9. **Delivery Address:** *SHARON L. BLOOM*  
374 CARGIE, RD  
CULMENSVILLE, PA 16833-6625

10. **Article Number:** *7007 2680 0001 1281 1664*

11. **Transfer from service label:**  Yes  No

12. **Delivery Address:** *SHARON L. BLOOM*  
374 CARGIE, RD  
CULMENSVILLE, PA 16833-6625

13. **Article Number:** *7007 2680 0001 1281 1664*

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117. **Article Number:** *7007 2680 0001 1281 1664*

118. **Delivery Address:** *SHARON L. BLOOM*  
374 CARGIE, RD  
CULMENSVILLE, PA 16833-6625

119. **Article Number:** *7007 2680 0001 1281 1664*

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374 CARGIE, RD  
CULMENSVILLE, PA 16833-6625

179. **Article Number:** *7007 2680 0001 1281 1664*

180. **Delivery Address**

643041664

7-20  
7-10  
7-5-08

RUSSELL H BLOOM JR  
111 W SCHOOL AVE, APT A  
CLEARFIELD, PA 16830 - 1664

ATTENDED UNKNOWN

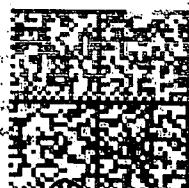
AMC

US POSTAGE  
Mailed From 16365

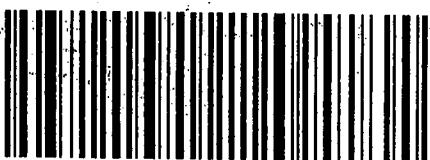
07/02/2008

\$05.320

049J82037278



7007 2680 0001 1281 2500



TURN SERVICE REQUESTED

WARREN, PENNSYLVANIA 16365

P.O. BOX 337

100 LIBERTY STREET

Where people make the difference.

**NORTHWEST SAVINGS BANK**

**CERTIFIED MAIL™**

**CERTIFIED MAIL™**

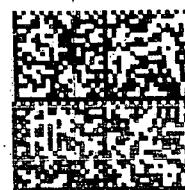
049J82

\$05.

07/02/

Mailed From  
US PO

Postage



7007 2680 0001 1281 1194

**NORTHWEST SAVINGS BANK**

Where people make the difference.

100 LIBERTY STREET

P. O. BOX 337

WARREN, PENNSYLVANIA 16365

TEMP. - RETURN SERVICE REQUESTED

RUSSELL H BLOOM JR  
374 CARBIDE RD  
CURWENSVILLE, PA 16833-6625

1st NOTICE 7-5  
2nd NOTICE 7-10  
RETURNED 7-10

NIXIE 2062 1 12 07/25/08

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
RETURN TO SENDER

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: July 2, 2008

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.  
This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Russell H. Bloom Jr & Sharon L. Bloom  
PROPERTY ADDRESS: 374 Carbide Rd  
Curwensville, PA 16833 - 6625  
LOAN ACCT. NO.: 2865002477  
ORIGINAL LENDER: Northwest Savings Bank  
CURRENT LENDER/SERVICER: Northwest Savings Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE**

EXHIBIT

E

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1743.66 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Northwest Savings Bank  
P.O. Box 337, 100 Liberty St.  
Warren, Pa. 16365

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**—If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: Northwest Savings Bank  
Address: P.O. Box 337, 100 Liberty St.  
Warren, Pa. 16365  
Phone Number: 1-800-789-8075  
Fax Number: 1-814-728-7740  
Contact Person: James Vile

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED IF YOU

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

CLEARFIELD COUNTY

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

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

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

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

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

7007 2680 0001 1281 1200

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

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark 

See Reverse for Instructions

7007 2680 0001 1261 1194

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

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark 

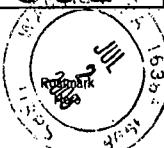
See Reverse for Instructions

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

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark 

See Reverse for Instructions

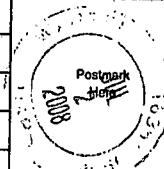
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**U.S. Postal Service™  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

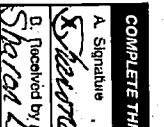
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark 

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

COMPLETE THIS SECTION ON DELIVERY

A. Signature   
B. Agent   
C. Name   
D. Address   
E. Phone Number   
F. Fax Number   
G. Email Address

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

■ Print your name and address on the reverse so that we can return the card to you!

■ Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

SHARON L BLOOM  
211 W SCHOOL AVE., APT A  
CLEARFIELD, PA 16830-1664

2. Article Number  
(Transfer from service label) 7007 2680 0001 1281 1200

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 Restricted Delivery (Extra Fee)  Yes

4. Is delivery address different from item 1?  Yes  No

PS Form 3811, February 2004

Domestic Return Receipt

102595-024-1540

1 6A3D41664

7-20  
7-10  
7-5-08

RUSSELL H BLOOM JR  
374 CARBIDE RD  
CURWENSVILLE, PA 16833-6625

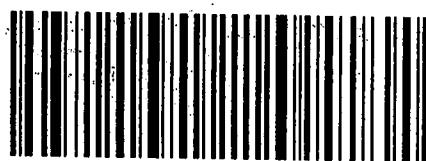
ATTENDED UNKNOWN  
TO SENDER CLEARFIELD, PA 16830 - 1664

AMC

US POSTAGE  
Mailed From 16365  
07/02/2008  
\$ 05.320  
049J82037278



7007 2680 0001 1281 2500



TURN SERVICE REQUESTED

WARREN, PENNSYLVANIA 16365

P.O. BOX 337

300 LIBERTY STREET

Where people make the difference.

**NORTHWEST SAVINGS BANK**

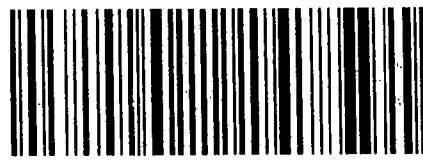
CERTIFIED MAIL  
CERTIFIED MAIL



**NORTHWEST  
SAVINGS BANK**

Where people make the difference.  
100 LIBERTY STREET  
P. O. BOX 337  
WARREN, PENNSYLVANIA 16365

TEMP. - RETURN SERVICE REQUESTED



neopost

049J82

\$ 05.  
07/02/

Mailed From  
US POS

RUSSELL H BLOOM JR  
374 CARBIDE RD  
CURWENSVILLE, PA 16833-6625

1 NOTICE 7-5  
2 NOTICE 7-10  
3 RETURNED 7-30

NIXIE 2062 1 12 07/25/08

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
RETURN TO SENDER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1982-CD

NORTHWEST SAVINGS BANK, successor -in-interest to CSB BANK

VS

RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 2

SERVE BY: ASAP HEARING: PAGE: 104843

DEFENDANT: RUSSELL HARRY BLOOM, JR.  
ADDRESS: 374 CARBIDE ROAD  
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 11-17-08 - 9:36A.M. House empty - Windows broken + Boarded up.

S  
**FILED**  
07/31/2008  
DEC 08 2008  
JW  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON RUSSELL HARRY BLOOM, JR., DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR RUSSELL HARRY BLOOM, JR.

AT (ADDRESS) \_\_\_\_\_

NOW 11-17-08 AT 9:48 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RUSSELL HARRY BLOOM, JR.

REASON UNABLE TO LOCATE House Empty - Doors + Windows Boarded

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic L. Morgillo  
Deputy Signature

Dominic L. Morgillo  
Print Deputy Name

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
: **COMPLAINT IN MORTGAGE**  
: **FORECLOSURE**  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

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

OCT 16 2008

Attest.

*William J. Shanahan*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CIVIL ACTION - LAW

: NO.

TO: Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

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 OTHER RIGHTS IMPORTANT TO YOU.

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

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

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

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

CIVIL ACTION - LAW

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

NO.

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the plaintiff, Northwest Savings Bank, by its attorneys, Marsh Spaeder Baur Spaeder & Schaaf, LLP, and files the following Complaint in Mortgage Foreclosure and avers as follows:

1. The plaintiff is Northwest Savings Bank, a bank organized under the laws of the Commonwealth of Pennsylvania with its principal offices situate at 100 Liberty Street, Warren, Pennsylvania 16365 (hereinafter referred to as "MORTGAGEE"). Northwest Savings Bank acquired CSB Bank and therefore is successor-in-interest to CSB Bank.

2. The defendant, Russell Harry Bloom, Jr., is an adult individual who resides at 374 Carbide Road, Curwensville, Pennsylvania 16833. The defendant, Sharon Lynn Bloom, is an adult individual who resides at 374 Carbide Road, Curwensville, Pennsylvania 16833. The defendants, Russell Harry Bloom, Jr. and Sharon Lynn Bloom, are hereinafter jointly and severally referred to as the "MORTGAGORS."

3. At all times material to MORTGAGEE's cause of action, the MORTGAGORS have been the owners of a parcel of land and building situate in the Township of Pike, County of Clearfield, and Commonwealth of Pennsylvania, described as follows:

All that certain parcel or piece of ground situate in Bloomington, Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin in center of Highway No. L.R. 17094, at the original location of the S.W. corner of larger tract now or formerly of Walter and Jean Elensky (9.83 acre tract) as allowed by Deed Book 610, page 154, and legal assignments; thence from said found iron pin South 82 degrees 27 minutes 13 seconds East 16.50 feet to a point in the right-of-way of L.R. 17094 on corner of lot now or formerly of Esther Brown; thence by same and further on by land now or formerly of Donald Durandetta, South 82 degrees 27 minutes 13 seconds East 210.70 feet to an iron pipe; thence by other lands now or formerly of Walter Elensky, Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds East 255.93 feet to an iron pipe; thence still by same North 76 degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

Containing 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E., dated May 24, 1988.

Being commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126.

Being the same premises conveyed to Russell Harry Bloom, Jr. and Sharon Lynn Bloom, husband and wife, by deed of Russell H. Bloom, Sr., single, dated May 21, 1998, and recorded in the Office of the Recorder of Deeds in Volume 1934, page 572.

(hereinafter referred to as the "Property"). A true and correct copy of said Deed is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "A."

4. On March 5, 2003, in consideration of the loan of \$30,000.00 made by MORTGAGEE to MORTGAGORS, the MORTGAGORS executed and delivered to MORTGAGEE a Note secured by a Mortgage on the Property above described in the principal amount of \$30,000.00, obligating the MORTGAGORS to pay the sum of \$297.63 per month, which payments were due on or before the first (1st) day of each month, with interest on the unpaid principal balance from the date of said Note, until paid, at the rate of 8.625% per annum.

A true and correct copy of the said Note is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "B." Said Mortgage is recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200303612, and a true and correct copy of said Mortgage is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "C."

5. Pursuant to the terms of said Mortgage above recited and its accompanying Note, failure to make a monthly payment when due constitutes a default. The MORTGAGORS have defaulted in their required monthly payments by failing and refusing to pay the MORTGAGEE the required monthly payments of principal and interest for the months of April through September of 2008. The last monthly payment was applied to March of 2008, and the total delinquency amounts to six (6) months. The MORTGAGEE has made repeated demands on the MORTGAGORS to pay said monthly payments, but without success.

6. As of September 16, 2008, the total arrearages due and owing the MORTGAGEE is \$2,593.00. As of the anticipated Sheriff's Sale date, the amount due the MORTGAGEE will be:

Principal Balance	\$24,858.90
Negative Escrow	94.69
Interest to 01/23/09, anticipated date of Sheriff's Sale	2,036.60
Late charges to 01/23/09, anticipated date of Sheriff's Sale	193.78
Collection Fee	<u>2,500.00</u>
<b>TOTAL</b>	<b>\$29,683.97</b>

Plus all costs of any kind or nature.

7. MORTGAGEE certifies that notice of intention to foreclose was given to MORTGAGORS by MORTGAGEE pursuant to Section 403 of Act No. 6 of the General Assembly of the Commonwealth of Pennsylvania. True and correct copies of said Notices of Intention to Foreclose sent to MORTGAGORS and certified mail receipts and domestic return

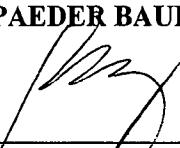
receipts showing mailing and receipt or nonreceipt by the MORTGAGORS of said Notice are attached hereto, are incorporated herein by reference, and have been marked EXHIBIT "D."

8. MORTGAGEE has given the MORTGAGORS notice pursuant to Section 1680.403c of Article IV-C of the Pennsylvania Housing Finance Agency Law, known as the Pennsylvania Homeowner's Emergency Mortgage Assistance Act. True and correct copies of said Notices sent to MORTGAGORS and certified mail receipts and domestic return receipts showing mailing and receipt or nonreceipt by the MORTGAGORS of said Notices are attached hereto, are incorporated herein by reference, and have been marked EXHIBIT "E." Neither of the MORTGAGORS has met with MORTGAGEE or an approved consumer credit counseling agency within thirty-three (33) days after the postmark date of said Notices.

WHEREFORE, plaintiff demands judgment against the defendants in the amount of \$29,683.97, plus costs of suit, Sheriff's Sale and foreclosure and sale of the mortgaged Property.

Respectfully submitted,

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**Exhibits Attached:**

- "A" Deed
- "B" Note
- "C" Mortgage
- "D" Notice of Intention to Foreclose Mortgage, together with Certified Mail Receipts and Domestic Return Receipts
- "E" Notice Under Homeowner's Emergency Mortgage Assistance Act, together with Certified Mail Receipts and Domestic Return Receipts

**VERIFICATION**

I, Carol A. Danielson, Collections Specialist for Northwest Savings Bank, hereby verify that the facts contained in the within Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities and is given pursuant to the provisions for verification of pleadings as defined and provided for in Rule 1024 of the Pennsylvania Rules of Civil Procedure.

*Carol A. Danielson*  
\_\_\_\_\_  
Carol A. Danielson  
Collections Specialist  
Northwest Savings Bank

va 100-200572

## THIS DEED

MADE this 21st day of May in the year nineteen hundred and  
ninety-eight (1998)

BETWEEN RUSSELL H. BLOOM, SR., single, of R.D. 1, Curwenville,  
Clearfield County, Pennsylvania, Party of the First Part,  
GRANTOR

AND

RUSSELL BARRY BLOOM, JR. and SHARON LYNN BLOOM, husband and wife,  
of R.D. 1, Curwenville, Clearfield County, Pennsylvania, as  
tenants by entirities, Parties of the Second Part, GRANTEE

WITNESSETH, that in consideration of One Dollar (\$1.00) in hand  
paid, the receipt whereof is hereby acknowledged, the said  
Grantor does hereby grant and convey to the said Grantee, their  
heirs and assigns,

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

BEGINNING at an iron pin in center of Highway No. L.R.  
17094 at the original location of the S.W. corner of larger tract  
of Walter and Jean Elensky (9.83 acre tract), as allowed by Deed  
Book 610, Page 154, and legal assignments; thence from said  
found iron pin South 82 degrees 27 minutes 13 seconds East 16.50  
feet to a point in the right-of-way of L.R. 17094 on corner of  
lot of Esther Brown; thence by same and further on by Donald  
Durandetta South 82 degrees 27 minutes 13 seconds East 210.70  
feet to an iron pipe; thence by other lands of Walter Elensky,  
Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds  
degrees 30 minutes 26 seconds West 312.82 feet to a 6 inch square

THOMAS F. MORRISON  
ATTORNEY AT LAW  
CLEARFIELD, PA

EXHIBIT

tabler

A

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wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

CONTAINING 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shues, P.E. dated May 24, 1988.

BEING the same premises as was conveyed by Russell Harry Bloom, Jr. and Sharon Lynn Bloom to the Grantor herein by a deed dated January 22, 1992 recorded January 23, 1992 in Volume 1439 Page 69.

Being identified in the Office of Mapping and Assessment as No. 126-111-126.

EXCEPTING AND RESERVING, therefrom, such minerals and mineral rights as do not belong to the Grantor.

ALSO EXCEPTING AND RESERVING all the oil or gas in, under or upon the premises described herein, together with any and all rights necessary or convenient to produce, store or transport the same.

For the purpose of complying with the act of July 17, 1957, P.L. 1984; 52 P.S. Supp. 155, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

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

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantee, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This \_\_\_\_\_ day of \_\_\_\_\_

THOMAS P. MORAN  
ATTORNEY AT LAW  
CHARLOTTE, NC

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And the said Grantor does hereby warrant specially the property  
hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and  
sealed the day and year first above written.

Sealed and delivered  
in the presence of:

John F. Bloom

Russell H. Bloom (SEAL)  
Russell H. Bloom, Sr.

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee  
herein is as follows:

R.R. 1, Box 152  
Curwenville, PA 16833

Thomas F. Moran  
Attorney or Agent for Grantee

THIS IS A CONVEYANCE FROM FATHER TO SON AND DAUGHTER-IN-LAW AND  
THEREFORE NO TRANSFER TAX IS DUE.

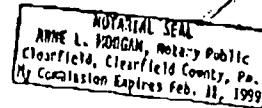
THOMAS F. MORAN  
ATTORNEY AT LAW  
GLENFIELD, PA

VOL 1974, PAGE 575

STATE OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD, SS:

On this, the 27<sup>th</sup> day of May, 1998, before me the undersigned officer, personally appeared Russell H. Bloom, Sr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:56 AM 5-26-98  
BY SL Notary Public  
PEES 15.00  
Karen L. Stark, Recorder

This instrument was recorded in the Recorder's Office of Clearfield County, Pennsylvania.



*Karen L. Stark*  
Karen L. Stark  
Recorder of Deeds

Entered of Record 5-26-98 9:56 AM Karen L. Stark, Recorder

THOMAS P. MORGAN  
ATTORNEY AT LAW  
CLEARFIELD, PA

# NOTE

March 5, 2003

Clearfield

PA

[Date]

[City]

[State]

R. R. 1, Box 152, Curwensville, PA 16833

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 30,000.00 plus interest, to the order of the Lender. The Lender is CSB Bank (this amount is called "Principal"),

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payment on the 1<sup>st</sup> day of each month beginning on May 1, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P. O. Box 29, Curwensville, PA 16833-0029

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

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 297.63

## 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

EXHIBIT

B

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -5N (0005)

VMP MORTGAGE FORMS - (800)521-7291

Printed on Recycled Paper

Form 3200 1/01

Page 1 of 3

Initials: *RHB*

*SLB*

## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

## 10. UNIFORM SECURED NOTE

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

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

Karen M. Myers (Seal)  
Witness  
to file

Russell Harry Bloom Jr (Seal)  
Harry Russell Bloom, Jr -Borrower

(Seal) Sharon Lynn Bloom (Seal)  
-Borrower Sharon Lynn Bloom -Borrower

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

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

\_\_\_\_ (Seal)

*[Sign Original Only]*

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: July 2, 2008

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.  
This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):	Russell H. Bloom Jr & Sharon L. Bloom
PROPERTY ADDRESS:	374 Carbide Rd Cunwenvsille, PA 16833 - 6625
LOAN ACCT. NO.:	2865002477
ORIGINAL LENDER:	Northwest Savings Bank
CURRENT LENDER/SERVICER:	Northwest Savings Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

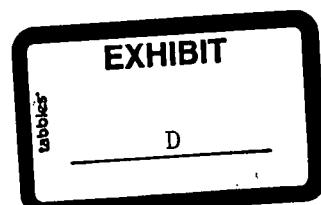
**CONSUMER CREDIT COUNSELING AGENCIES**—If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE**



**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1743.66 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:**

Northwest Savings Bank  
P.O. Box 337, 100 Liberty St.  
Warren, Pa. 16365

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**—If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: Northwest Savings Bank  
Address: P.O. Box 337, 100 Liberty St.  
Warren, Pa. 16365  
Phone Number: 1-800-789-8075  
Fax Number: 1-814-728-7740  
Contact Person: James Vile

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU

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

## CLEARFIELD COUNTY

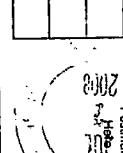
Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

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

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

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

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

U.S. Postal Service™	
<b>CERTIFIED MAIL™ RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>C E R T I F I C A T E D M A I L U S E</b>	
<b>Send To</b> Street, Apt. No.: <i>R. L. H. BAKER, JR.</i> or PO Box No.: <i>211 N. SCHOOL AVE., APT. A</i> City, State, Zip: <i>WICHITA, KS 67230-1664</i>	<b>Postage:</b> <input type="text"/> <b>Certified Fee:</b> <input type="text"/> <b>Return Receipt Fee</b> <b>(Enforcement Required)</b> <input type="text"/> <b>Restricted Delivery Fee</b> <b>(Enforcement Required)</b> <input type="text"/> <b>Total Postage &amp; Fees</b> <input type="text"/>
	
<small>See reverse for instructions</small>	

OFFICIAL USE	
U.S. Postal Service <sup>®</sup>	
CERTIFIED MAIL <sup>™</sup> RECEIPT	
(Domestic Mail Only: No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
Postage _____	
Certified Fee _____	
Return Receipt Fee _____	
(Indication Required) Restricted Delivery Fee (Indication Required)	
Total Postage & Fees \$ _____	
Send To:	
Street, Box No., or P.O. Box No. City, State, Zip Pleasantville, NY 10573-1605	
See Reverse for Instructions	

<p><b>U.S. Postal Service™</b>  <b>CERTIFIED MAIL™ RECEIPT</b>  <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p> <p>For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a></p>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
<p>Sent To</p> <p>SHAROL L. BLOOM</p> <p>Street, Apt. No.: 211 W SCHOOL AVE, APT A    or PO Box No.:    City, State, Zip: CLEVEDON, PA 16830-1664</p>	
<p>PS Form 3800, August 2005</p> <p>See Reverse for Instructions</p>	

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailing piece or on the front if space permits.</p>		<p>1. Article Addressed to:</p> <p><b>SHARON L BLOOM</b></p> <p><b>211 W SCHOOL AVE., APT A</b></p> <p><b>CLEARFIELD, PA 16830-1664</b></p> <p>2. Article Number: <b>7007 6680 0001 1281 1217</b></p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered      <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee)      <input type="checkbox"/> Yes</p>	
<p>4. Restricted Delivery? (Extra Fee)</p> <p><input type="checkbox"/> Yes</p>		<p>B. Recipient's Printed Name</p> <p><b>Sharon Bloom</b></p> <p>C. Date of Delivery</p> <p><b>12/12/01</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p><b>16830-1664</b></p>	



# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: July 2, 2008

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.  
This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):	Russell H. Bloom Jr & Sharon L. Bloom
PROPERTY ADDRESS:	374 Carbide Rd Curwensville, PA 16833 - 6625
LOAN ACCT. NO.:	2865002477
ORIGINAL LENDER:	Northwest Savings Bank
CURRENT LENDER/SERVICER:	Northwest Savings Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE**

EXHIBIT

E

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Warren, Pa. 16365

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Warren, Pa. 16365  
Phone Number: 1-800-789-8075  
Fax Number: 1-814-728-7740  
Contact Person: James Vile

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- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED IF YOU

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

## CLEARFIELD COUNTY

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

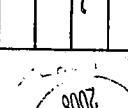
Indiana Co. Comm Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

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

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

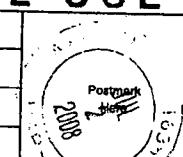
CCCS of Northeastern PA  
208 Hamilton Ave, Suite 1  
Hamilton Square Plaza  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<b>(Domestic Mail Only; No Insurance Coverage Provided)</b>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Send To	Russell H. Brown Jr.
Street, Apt. No., P.O. Box No., City, State, Zip:	311 N. School Ave., MTA Clermont, FL 34711-1664
Total Postage & Fees	
Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Postage (Endorsement Required)	\$
\$	
3001, 1st class	
Postmark	

<b>U.S. Postal Service<sup>TM</sup></b>	
<b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b>	
<b>(Domestic Mail Only: No Insurance Coverage Provided)</b>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
To:	<input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>
From:	<input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>
Street, Apt. No., or P.O. Box No.	<input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>
City, State, Zip	<input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>
Phone No.	<input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>
<input type="checkbox"/> <b>Portage</b> <input type="checkbox"/> <b>Certified Fee</b> <input type="checkbox"/> <b>Return Receipt Fee</b> <input type="checkbox"/> <b>(Endorsement Required)</b> <input type="checkbox"/> <b>Restricted Delivery Fee</b> <input type="checkbox"/> <b>(Endorsement Required)</b>  <input type="checkbox"/> <b>Total Postage &amp; Fees</b>  <b>\$</b>	
 <b>MASSACHUSETTS</b> <b>Commonwealth</b> <b>MASSACHUSETTS</b> <b>MASSACHUSETTS</b>	
 <b>U.S. POSTAGE</b> <b>MAILED</b> <b>MAILED</b> <b>MAILED</b> <b>MAILED</b>	

<b>SENDER: COMPLETE THIS SECTION</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece or on the front if space permits.</li> </ul>	
2. Article Number <small>(Transfer from address label)</small>	7007 <small>PL6</small>
<b>SHARON L BLOOM</b>	
<b>211 W SCHOOL AVE., APT A</b>	
<b>CLEARFIELD, PA 16830-1664</b>	

<p><b>U.S. Postal Service™</b>  <b>CERTIFIED MAIL™ RECEIPT</b>  <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p> <p>For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a></p>	
<h1>OFFICIAL USE</h1>	
Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$
<p>Send To</p> <p><i>SHARON L. BLOOM</i></p> <p>Street, Apt. No.: <i>211 W. SCHOOL AVE. APT A</i>    or PO Box No. <i>211</i>    City, State, ZIP <i>CLEVELAND, PA 16330-1664</i></p>	
<p>PS Form 3800, August 2006</p> <p>See Reverse for Instructions</p>	

U.S. Postal Service <b>CERTIFIED MAIL<sub>TM</sub> RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
\$	
	
<b>Sent To</b> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>SHARON L. Bloom</b>  <b>374 Carbide Rd.</b>  <b>CURRIGANSVILLE, PA 16833-6625</b> </div>	
Street, Apt. No., or PO Box No. City, State, ZIP+4	

1 643041664

7-20  
7-10  
7-5-08 ✓

RUSSELL H BLOOM JR  
111 W SCHOOL AVE, APT A  
CLEARFIELD, PA 16830 - 1664

RECEIVED UNKNOWN  
TO SENDER

AMC

US POSTAGE  
Mailed From 16365  
07/02/2008  
\$ 05.320  
049J82037278



CERTIFIED MAIL™  
CERTIFIED MAIL™

NORTHWEST SAVINGS BANK

WARREN, PENNSYLVANIA 16365  
P.O. BOX 337  
100 LIBERTY STREET

049J82

\$ 05.  
07/02/

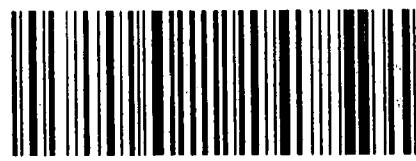
Mailed From  
US POS



**NORTHWEST  
SAVINGS BANK**

Where people make the difference.  
100 LIBERTY STREET  
P. O. BOX 337  
WARREN, PENNSYLVANIA 16365

TEMP. - RETURN SERVICE REQUESTED



7007 2680 0001 1281 1194

X Postage

RUSSELL H BLOOM JR  
374 CARBIDE RD  
CURWENSVILLE, PA 16833-6625

NOTICE  
NOTICE  
RETURNED

7-5  
7-10  
7-30

NIXIE 2062 1 12 07/25/08

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
RETURN TO SENDER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1982-CD

NORTHWEST SAVINGS BANK, successor -in-interest to CSB BANK

VS

RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 2 OF 2

SERVE BY: ASAP HEARING: PAGE: 104843

DEFENDANT: SHARON LYNN BLOOM

ADDRESS: 374 CARBIDE ROAD

CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 11-17-08 9:36 AM. House Empty - Windows & doors boarded -

S  
FILED  
013-3370  
DEC 08 2008  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON SHARON LYNN BLOOM, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR SHARON LYNN BLOOM

AT (ADDRESS) \_\_\_\_\_

NOW 11-17-08 AT 9:48 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO SHARON LYNN BLOOM

REASON UNABLE TO LOCATE House Empty - Doors & Windows Boarded

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic L. Morgello  
Deputy Signature

Dominic L. Morgello  
Print Deputy Name

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
:  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
: **COMPLAINT IN MORTGAGE**  
: **FORECLOSURE**  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

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

OCT 16 2008

Attest.

*William L. Schaefer*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

CIVIL ACTION - LAW

NO.

TO: Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

**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 OTHER RIGHTS IMPORTANT TO YOU.

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

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

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

**MARSH SPAEDER-BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

CIVIL ACTION - LAW

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

NO.

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the plaintiff, Northwest Savings Bank, by its attorneys, Marsh Spaeder Baur Spaeder & Schaaf, LLP, and files the following Complaint in Mortgage Foreclosure and avers as follows:

1. The plaintiff is Northwest Savings Bank, a bank organized under the laws of the Commonwealth of Pennsylvania with its principal offices situate at 100 Liberty Street, Warren, Pennsylvania 16365 (hereinafter referred to as "MORTGAGEE"). Northwest Savings Bank acquired CSB Bank and therefore is successor-in-interest to CSB Bank.

2. The defendant, Russell Harry Bloom, Jr., is an adult individual who resides at 374 Carbide Road, Curwensville, Pennsylvania 16833. The defendant, Sharon Lynn Bloom, is an adult individual who resides at 374 Carbide Road, Curwensville, Pennsylvania 16833. The defendants, Russell Harry Bloom, Jr. and Sharon Lynn Bloom, are hereinafter jointly and severally referred to as the "MORTGAGORS."

3. At all times material to MORTGAGEE's cause of action, the MORTGAGORS have been the owners of a parcel of land and building situate in the Township of Pike, County of Clearfield, and Commonwealth of Pennsylvania, described as follows:

All that certain parcel or piece of ground situate in Bloomington, Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin in center of Highway No. L.R. 17094, at the original location of the S.W. corner of larger tract now or formerly of Walter and Jean Elensky (9.83 acre tract) as allowed by Deed Book 610, page 154, and legal assignments; thence from said found iron pin South 82 degrees 27 minutes 13 seconds East 16.50 feet to a point in the right-of-way of L.R. 17094 on corner of lot now or formerly of Esther Brown; thence by same and further on by land now or formerly of Donald Durandetta, South 82 degrees 27 minutes 13 seconds East 210.70 feet to an iron pipe; thence by other lands now or formerly of Walter Elensky, Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds East 255.93 feet to an iron pipe; thence still by same North 76 degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

Containing 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E., dated May 24, 1988.

Being commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126.

Being the same premises conveyed to Russell Harry Bloom, Jr. and Sharon Lynn Bloom, husband and wife, by deed of Russell H. Bloom, Sr., single, dated May 21, 1998, and recorded in the Office of the Recorder of Deeds in Volume 1934, page 572.

(hereinafter referred to as the "Property"). A true and correct copy of said Deed is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "A."

4. On March 5, 2003, in consideration of the loan of \$30,000.00 made by MORTGAGEE to MORTGAGORS, the MORTGAGORS executed and delivered to MORTGAGEE a Note secured by a Mortgage on the Property above described in the principal amount of \$30,000.00, obligating the MORTGAGORS to pay the sum of \$297.63 per month, which payments were due on or before the first (1st) day of each month, with interest on the unpaid principal balance from the date of said Note, until paid, at the rate of 8.625% per annum.

A true and correct copy of the said Note is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "B." Said Mortgage is recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 200303612, and a true and correct copy of said Mortgage is attached hereto, is incorporated herein by reference, and has been marked EXHIBIT "C."

5. Pursuant to the terms of said Mortgage above recited and its accompanying Note, failure to make a monthly payment when due constitutes a default. The MORTGAGORS have defaulted in their required monthly payments by failing and refusing to pay the MORTGAGEE the required monthly payments of principal and interest for the months of April through September of 2008. The last monthly payment was applied to March of 2008, and the total delinquency amounts to six (6) months. The MORTGAGEE has made repeated demands on the MORTGAGORS to pay said monthly payments, but without success.

6. As of September 16, 2008, the total arrearages due and owing the MORTGAGEE is \$2,593.00. As of the anticipated Sheriff's Sale date, the amount due the MORTGAGEE will be:

Principal Balance	\$24,858.90
Negative Escrow	94.69
Interest to 01/23/09, anticipated date of Sheriff's Sale	2,036.60
Late charges to 01/23/09, anticipated date of Sheriff's Sale	193.78
Collection Fee	<u>2,500.00</u>
<b>TOTAL</b>	<b>\$29,683.97</b>

Plus all costs of any kind or nature.

7. MORTGAGEE certifies that notice of intention to foreclose was given to MORTGAGORS by MORTGAGEE pursuant to Section 403 of Act No. 6 of the General Assembly of the Commonwealth of Pennsylvania. True and correct copies of said Notices of Intention to Foreclose sent to MORTGAGORS and certified mail receipts and domestic return

receipts showing mailing and receipt or nonreceipt by the MORTGAGORS of said Notice are attached hereto, are incorporated herein by reference, and have been marked EXHIBIT "D."

8. MORTGAGEE has given the MORTGAGORS notice pursuant to Section 1680.403c of Article IV-C of the Pennsylvania Housing Finance Agency Law, known as the Pennsylvania Homeowner's Emergency Mortgage Assistance Act. True and correct copies of said Notices sent to MORTGAGORS and certified mail receipts and domestic return receipts showing mailing and receipt or nonreceipt by the MORTGAGORS of said Notices are attached hereto, are incorporated herein by reference, and have been marked EXHIBIT "E." Neither of the MORTGAGORS has met with MORTGAGEE or an approved consumer credit counseling agency within thirty-three (33) days after the postmark date of said Notices.

WHEREFORE, plaintiff demands judgment against the defendants in the amount of \$29,683.97, plus costs of suit, Sheriff's Sale and foreclosure and sale of the mortgaged Property.

Respectfully submitted,

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**Exhibits Attached:**

- "A" Deed
- "B" Note
- "C" Mortgage
- "D" Notice of Intention to Foreclose Mortgage, together with Certified Mail Receipts and Domestic Return Receipts
- "E" Notice Under Homeowner's Emergency Mortgage Assistance Act, together with Certified Mail Receipts and Domestic Return Receipts

**VERIFICATION**

I, Carol A. Danielson, Collections Specialist for Northwest Savings Bank, hereby verify that the facts contained in the within Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities and is given pursuant to the provisions for verification of pleadings as defined and provided for in Rule 1024 of the Pennsylvania Rules of Civil Procedure.

*Carol A. Danielson*  
\_\_\_\_\_  
Carol A. Danielson  
Collections Specialist  
Northwest Savings Bank

va 100-200572

## THIS DEED

MADE this 21st day of May in the year nineteen hundred and  
ninety-eight (1998)

BETWEEN RUSSELL H. BLOOM, SR., single, of R.D. 1, Curwenville,  
Clearfield County, Pennsylvania, Party of the First Part,  
GRANTOR

AND

RUSSELL BARRY BLOOM, JR. and SHARON LYNN BLOOM, husband and wife,  
of R.D. 1, Curwenville, Clearfield County, Pennsylvania, as  
tenants by entireties, Parties of the Second Part, GRANTEES

WITNESSETH, that in consideration of One Dollar (\$1.00) in hand  
paid, the receipt whereof is hereby acknowledged, the said  
Grantor does hereby grant and convey to the said Grantee, their  
heirs and assigns,

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

BEGINNING at an iron pin in center of Highway No. L.R.  
17094 at the original location of the S.W. corner of larger tract  
of Walter and Jean Elensky (9.83 acre tract), as allowed by Deed  
Book 610, Page 154, and legal assignments; thence from said  
found iron pin South 82 degrees 27 minutes 13 seconds East 16.50  
feet to a point in the right-of-way of L.R. 17094 on corner of  
lot of Esther Brown; thence by same and further on by Donald  
Durandetta South 82 degrees 27 minutes 13 seconds East 210.70  
feet to an iron pipe; thence by other lands of Walter Elensky,  
JR. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds  
feet 255.93 to an iron pipe; thence still by same North 76  
degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square

THOMAS P. MORRISON  
ATTORNEY AT LAW  
CLEARFIELD, PA

EXHIBIT

Scribbles

A

VOL 1924 PAGE 573

wood post on right-of-way of L.R. 17094; thence by said Base right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

CONTAINING 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E. dated May 21, 1988.

BRING the same premises as was conveyed by Russell Harry Bloom, Jr. and Sharon Lynn Bloom to the Grantor herein by a deed dated January 22, 1992 recorded January 23, 1992 in Volume 1439 Page 69.

Being identified in the Office of Mapping and Assessment as No. 126-111-126.

EXCEPTING AND RESERVING, therefrom, such minerals and mineral rights as do not belong to the Grantor.

ALSO EXCEPTING AND RESERVING all the oil or gas in, under or upon the premises described herein, together with any and all rights necessary or convenient to produce, store or transport the same.

For the purpose of complying with the act of July 17, 1957, P.L. 1984; 52 P.S. Supp. 155, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice;

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

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantors, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This \_\_\_\_\_ day of \_\_\_\_\_

THOMAS P. MORAN  
ATTORNEY AT LAW  
MORAN & CO., PA

VOL 1924 PAGE 574

And the said Grantor does hereby warrant specially the property  
hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and  
seal the day and year first above written.

Sealed and delivered  
in the presence of:

Thomas J. Wagner

Russell H. Bloom (SEAL)  
Russell H. Bloom, Sr.

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee  
herein is as follows:

R.R. 1, Box 152  
Curwensville, PA 16833

Thomas J. Wagner  
Attorney or Agent for Grantee

THIS IS A CONVEYANCE FROM FATHER TO SON AND DAUGHTER-IN-LAW AND  
THEREFORE NO TRANSFER TAX IS DUE.

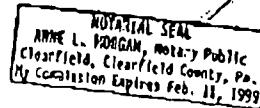
THOMAS F. MORAN  
ATTORNEY AT LAW  
GREENFIELD, PA

VOL 1974 PAGE 575

STATE OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD, SS:

On this, the 27<sup>th</sup> day of May, 1998, before me the undersigned officer, personally appeared Russell H. Bloom, Sr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:00 AM 5-26-98  
BY KL RECORDED  
PEES 10.00  
Karen L. Stark, Recorder

This instrument was duly recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Stark*  
Karen L. Stark  
Recorder of Deeds

Entered of Record 5-26-98 9:00 AM Karen L. Stark, Recorder

THOMAS P. MORGAN  
ATTORNEY AT LAW  
CLEARFIELD, PA

# NOTE

March 5, 2003

Clearfield

PA

[Date]

[City]

[State]

R. R. 1, Box 152, Curwensville, PA 16833

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 30,000.00 plus interest, to the order of the Lender. The Lender is CSB Bank (this amount is called "Principal"),

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payment on the 1<sup>st</sup> day of each month beginning on May 1, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P. O. Box 29, Curwensville, PA 16833-0029

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

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 297.63

## 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

EXHIBIT

B

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -5N (0005)

VMP MORTGAGE FORMS - (800)521-7291

Printed on Recycled Paper

Form 3200 1/01

Page 1 of 3

Initials: *RHB*

*SJB*

## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

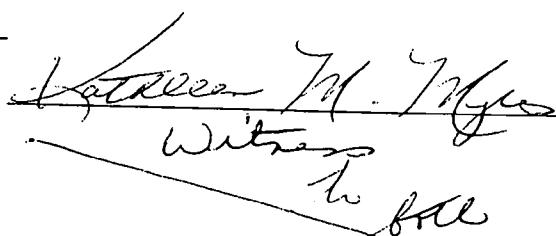
## 10. UNIFORM SECURED NOTE

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

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

  
Kathleen M. Myers  
(Seal)  
-Borrower  
Witness  
to  
date

  
Harry Russell Bloom, Jr.  
(Seal)  
-Borrower

  
Sharon Lynn Bloom  
(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

*[Sign Original Only]*

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: July 2, 2008

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.  
This notice explains how the program works.

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

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

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

HOMEOWNER'S NAME(S):	Russell H. Bloom Jr & Sharon L. Bloom
PROPERTY ADDRESS:	374 Carbide Rd Curwensville, PA 16833 - 6625
LOAN ACCT. NO.:	2865002477
ORIGINAL LENDER:	Northwest Savings Bank
CURRENT LENDER/SERVICER:	Northwest Savings Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

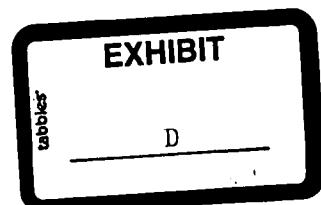
**CONSUMER CREDIT COUNSELING AGENCIES**—If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE**



**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1743.66 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:**

Northwest Savings Bank  
P.O. Box 337, 100 Liberty St.  
Warren, Pa. 16365

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**—If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: Northwest Savings Bank  
Address: P.O. Box 337, 100 Liberty St.  
Warren, Pa. 16365  
Phone Number: 1-800-789-8075  
Fax Number: 1-814-728-7740  
Contact Person: James Vile

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

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

## CLEARFIELD COUNTY

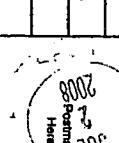
Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

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

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

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

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

<b>U.S. Postal Service CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)</b>																	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>																	
<b>OFFICIAL USE</b>																	
<b>Sent To:</b>	<table border="1" style="width: 100px; height: 80px;"> <tr> <td style="text-align: center; padding: 5px;">Postage</td> <td style="text-align: center; padding: 5px;">\$</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Certified Fees</td> <td style="text-align: center; padding: 5px;">→</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Return Receipt Fees</td> <td style="text-align: center; padding: 5px;">→</td> </tr> <tr> <td style="text-align: center; padding: 5px;">(Endorsement Required)</td> <td style="text-align: center; padding: 5px;">→</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Restricted Delivery Fees</td> <td style="text-align: center; padding: 5px;">→</td> </tr> <tr> <td style="text-align: center; padding: 5px;">(Endorsement Required)</td> <td style="text-align: center; padding: 5px;">→</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">Total Postage &amp; Fees</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">\$ <b>\$</b></td> </tr> </table>	Postage	\$	Certified Fees	→	Return Receipt Fees	→	(Endorsement Required)	→	Restricted Delivery Fees	→	(Endorsement Required)	→	Total Postage & Fees		\$ <b>\$</b>	
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<small>PS Form 1800, AUGUST 2005 See Reverse for Instructions</small>																	

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
<i>SHARON L. BLOOM</i>	
<i>Street, Apt. No.:</i> <i>211 W. SCHOOL AVE.</i> <i>APT A</i> <i>or PO Box No.:</i> <i></i>	
<i>City, State, ZIP:</i> <i>CLARFIELD, PA 16730-1664</i>	

SHARON L. Bloom  
374 CARGOES RD  
CURWENSVILLE PA 16833-6625

7-20  
7-10  
7-5-08 ✓

7-5-08 ✓  
RUSSELL H BLOOM JR  
374 CARBIDE RD  
CURWENSVILLE, PA 16833-6625

RECEIVED UNKNOWN  
TO SENDER CLEARFIELD, PA 16830 - 1664

AMC

US POSTAGE  
Mailed From 16365

07/02/2008

\$ 05.320

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TURN SERVICE REQUESTED

WARREN, PENNSYLVANIA 16365

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# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: July 2, 2008

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.  
This notice explains how the program works.

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

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

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HOMEOWNER'S NAME(S): Russell H. Bloom Jr & Sharon L. Bloom  
PROPERTY ADDRESS: 374 Carbide Rd  
Curwensville, PA 16833 - 6625  
LOAN ACCT. NO.: 2865002477  
ORIGINAL LENDER: Northwest Savings Bank  
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EXHIBIT

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- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU

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HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

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CCCS of Northeastern PA  
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Hamilton Square Plaza  
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(814) 238-3668  
FAX (814) 238-3669

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

8002 Postmark  
PA 16830-1664

Sent To: *Russell H. Bloom, Jr.*  
Street, Apt. No.: *211 W. SCHOOL AVE. APT. A*  
City, State, ZIP+4: *CLEARFIELD, PA 16830-1664*

PS Form 3800, August 2005  
See Reverse for Instructions

2007 2680 0001 1281 1294

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

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

8002 Postmark  
PA 16830-1664

Sent To: *Russell H. Bloom, Jr.*  
Street, Apt. No.: *374 CARBON RD.*  
City, State, ZIP+4: *CARLISLE, PA 16833-6625*

PS Form 3800, August 2005  
See Reverse for Instructions

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

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

8002 Postmark  
PA 16830-1664

Sent To: *SHARON L. BLOOM*  
Street, Apt. No.: *211 W. SCHOOL AVE. APT. A*  
City, State, ZIP+4: *CLEARFIELD, PA 16830-1664*

PS Form 3800, August 2005  
See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

COMPLETE THIS SECTION ON DELIVERY

**A. Signature** *SHARON L. BLOOM* **Agent**   
B. Received by  Printed Name  Agent  
C. Date of Delivery   
D. Is delivery address different from item 1?  Yes  
E. If Yes, enter delivery address below:  
*SHARON L. BLOOM*

**2. Article Number** *211 W SCHOOL AVE., APT A*

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 Restricted Delivery? (Extra Fee)  Yes

2007 2680 0001 1281 1217

PS Form 3811, February 2004  
Domestic Return Receipt  
10255-02-24-1540

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

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

8002 Postmark  
PA 16830-1664

Sent To: *SHARON L. BLOOM*  
Street, Apt. No.: *374 CARBON RD.*  
City, State, ZIP+4: *CARLISLE, PA 16833-6625*

PS Form 3800, August 2005  
See Reverse for Instructions



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104843  
NO: 08-1982-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK, successor -in-interest to CSB BANK  
vs.  
DEFENDANT: RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MARSH	6003	20.00
SHERIFF HAWKINS	MARSH	6003	26.02

FILED  
013;45 cm  
FEB 11 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2009



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
:  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
: MOTION FOR SERVICE PURSUANT  
: TO SPECIAL ORDER OF COURT  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

FILED NOCC  
M 19 38 304  
FEB 23 2009  
EW

S  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
:  
:  
:  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT**

AND NOW, comes the plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, **Marsh Spaeder Baur Spaeder & Schaaf, LLP**, and files the within Motion for Service Pursuant to Special Order of Court and pursuant to Rules 430(a) and 410(c) of the Pennsylvania Rules of Civil Procedure and sets forth as follows:

1. The defendants, Russell Harry Bloom, Jr. and Sharon Lynn Bloom (the "defendants"), are adult individuals and the owners of all that certain piece or parcel of land situate in the Township of Pike, County of Clearfield and Commonwealth of Pennsylvania, commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126 (hereinafter referred to as the "Property").
2. The plaintiff instituted a Complaint in Mortgage Foreclosure against the defendants with regard to the Property on October 14, 2008.
3. Despite attempts to serve the Complaint in Mortgage Foreclosure on the defendants, the Sheriff's Office of Clearfield County, Pennsylvania has been unable to serve the Complaint on them because their last known address is now vacant, without power, the doors

and windows are boarded and there is no forwarding address and there is no information provided at the local post office as to their whereabouts. See, Exhibit "A".

4. In addition, plaintiff has checked with Mr. Bloom's employer and has been advised that he is no longer employed and his whereabouts are unknown.

5. Rule 430 of the Pennsylvania Rules of Civil Procedure provides that if service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service.

6. Rule 410(c) of the Pennsylvania Rules of Civil Procedure provides that if service is made pursuant to an Order of Court under Rule 430(a), the Court shall direct one or more of the following methods of service (a) publication as provided in Rule 430(b), (2) posting a copy of the original process on the most public part of the Property, (3) registered mail to the defendants' last known address, and (4) such other methods, if any, as the Court deems appropriate to give notice to the defendants.

7. Attached hereto, incorporated herein by reference and marked Exhibit "B" is the Affidavit of Kurt L. Sundberg, Esq., stating the nature and extent of the investigation that has been made to determine the whereabouts of the defendants.

8. Despite good faith efforts to locate the defendants, service of the Complaint in Mortgage Foreclosure cannot be made on them because their whereabouts remain unknown.

9. A copy of the proposed public notice of the action to be published in the Clearfield County Legal Journal and The Progress is attached hereto, incorporated herein by reference and marked Exhibit "C".

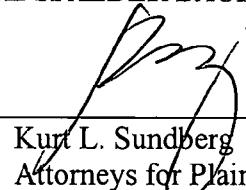
WHEREFORE, the plaintiff respectfully requests that this Honorable Court enter a Special Order of Court directing that the plaintiff may make service of the Complaint in Mortgage Foreclosure upon the defendants by:

- (a) Posting a copy of the Complaint in Mortgage Foreclosure on the front door of the Property, the front door being the most public part of the Property;
- (b) Mailing a copy of the Complaint in Mortgage Foreclosure to the defendants at their last known addresses by ordinary mail with a U.S. Postal Service Form 3817 Certificate of Mailing;
- (c) Advertising a notice of the action once in the Clearfield County Legal Journal; and
- (d) Advertising a notice of the action once in The Progress, which is a newspaper of general circulation within Clearfield County.

Respectfully submitted,

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1982-CD

NORTHWEST SAVINGS BANK, successor -in-interest to CSB BANK

VS SERVICE # 1 OF 2

RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM  
COMPLAINT IN MORTGAGE FORECLOSURE

11-16-08  
SERVE BY: ASAP HEARING: PAGE: 104843

**COPY**

DEFENDANT: RUSSELL HARRY BLOOM, JR.  
ADDRESS: 374 CARBIDE ROAD  
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 11-17-08 - 9:36A.M. House empty - Windows broken + Boarded up.

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON RUSSELL HARRY BLOOM, JR., DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR RUSSELL HARRY BLOOM, JR.

AT (ADDRESS) \_\_\_\_\_

NOW 11-17-08 AT 9:48 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO RUSSELL HARRY BLOOM, JR.

REASON UNABLE TO LOCATE House Empty - Doors & Windows Boarded

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Romance L. Mayhew  
Deputy Signature

Dominic L. Mayhew  
Print Deputy Name

**EXHIBIT**

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1982-CD

NORTHWEST SAVINGS BANK, successor -in-interest to CSB BANK

vs

RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 2 OF 2

*COPY*

*11-17-08*

SERVE BY: ASAP HEARING: PAGE: 104843

DEFENDANT: SHARON LYNN BLOOM  
ADDRESS: 374 CARBIDE ROAD  
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 11-17-08 9:36 AM House Empty - Windows doors boarded -

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON SHARON LYNN BLOOM, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR SHARON LYNN BLOOM

AT (ADDRESS) \_\_\_\_\_

NOW 11-17-08 AT 9:48 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO SHARON LYNN BLOOM

REASON UNABLE TO LOCATE House Empty - Doors & windows Boarded

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*Dominic L. Morgillo*  
Deputy Signature

*Dominic L. Morgillo*

Print Deputy Name

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
:  
:  
:  
:  
:  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**AFFIDAVIT PURSUANT TO RULE 430(a) OF  
THE PENNSYLVANIA RULES OF CIVIL PROCEDURE**

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF ERIE :  
:

I, Kurt L. Sundberg, Esq., of Marsh Spaeder Baur Spaeder & Schaaf, LLP, attorneys for the plaintiff, Northwest Savings Bank, do depose and say that:

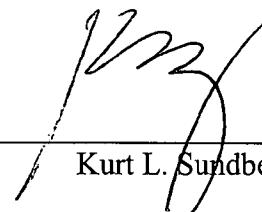
1. Efforts by the Sheriff's Office of Clearfield County, Pennsylvania to serve the Complaint in Mortgage Foreclosure in the above-captioned matter on the defendants, Russell Harry Bloom, Jr. and Sharon Lynn Bloom, have been unsuccessful, as it is believed that the defendants have moved from and abandoned their residence at 374 Carbide Road, Curwensville, Pennsylvania.

2. This office has made a good faith effort to locate the defendants, including inquiries of known relatives, former employers and examination of local telephone directories, voter registration records and local tax records. This office has also conducted computer Internet searches, including searches of Lexis Nexis Public Records, Google Search, Yahoo People Search, SuperPages.com telephone book search and Reunion.com.

EXHIBIT

B

3. Despite good faith efforts to locate the defendants, the whereabouts of the defendants remain unknown and, therefore, service of the Complaint in Mortgage Foreclosure in the above-captioned matter cannot be made.



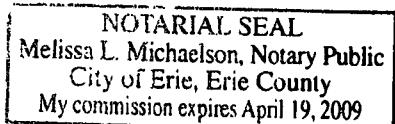
Kurt L. Sundberg

Sworn to and subscribed before me

this 19<sup>th</sup> day of February, 2009.



Melissa L. Michaelson  
Notary Public



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
: :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

RUSSELL HARRY BLOOM, JR. AND SHARON LYNN BLOOM SHOULD TAKE NOTICE that Northwest Savings Bank has filed a Complaint in Mortgage Foreclosure against them concerning the property commonly known as 374 Carbide Road, Curwensville, Pennsylvania.

**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 OTHER RIGHTS IMPORTANT TO YOU.

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

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

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

**EXHIBIT**

C

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
: :  
: :  
: : CIVIL ACTION - LAW  
v. :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

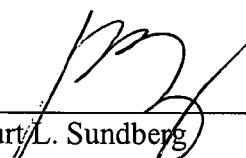
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Motion Pursuant to Special Order of Court was mailed by first class mail, postage prepaid, or hand delivered to Court House box this 19<sup>th</sup> day of February, 2009, to all counsel of record and unrepresented parties in the above-captioned matter as follows:

Russell Harry Bloom, Jr.  
Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
:  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
: **PRAECIPE TO REINSTATE**  
: **COMPLAINT**  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

FILED *Att'y pd*  
*3/12/09 BPA* 7.00  
MAR 09 2009  
S William A. Shaw  
Prothonotary/Clerk of Courts  
1 Comp. Reinstate  
to Sheriff

(610)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Please reinstate the Complaint in Mortgage foreclosure in the above-captioned matter.

Respectfully submitted,

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

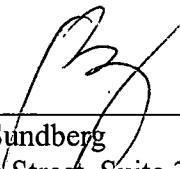
NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Praeclipe to Reinstate Complaint was mailed by first class mail, postage prepaid, or hand delivered to Court House box this 5<sup>th</sup> day of March, 2008, to all counsel of record and unrepresented parties in the above-captioned matter.

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1982-CD

NORTHWEST SAVINGS BANK, successor-in-interest to CSB BANK

vs

RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVICE # 1 OF 1

SERVE BY: 04/08/2009

HEARING:

PAGE: 105395

DEFENDANT: RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

ADDRESS: 374 CARBIDE ROAD

CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

\_\_\_\_\_

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW 3-16-09 AT 10:49 AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

AT (ADDRESS) 374 Carbide Road  
Curwenville, PA. 16833

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF 2009

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

*S*  
**FILLED**  
03/29/09  
MAR 16 2009  
William A. Shan  
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK, successor-in-interest\*  
to CSB BANK,

Plaintiff

\*

vs.

RUSSELL HARRY BLOOM, JR. and SHARON  
LYNN BLOOM,

Defendants

\*

\*

\*

\*

\*

\*

\*

NO. 08-1982-CD

O R D E R

NOW, this 24<sup>th</sup> day of February, 2009, the Plaintiff is granted leave to serve the  
Complaint upon the Defendants **RUSSELL HARRY BLOOM, JR. and SHARON**  
**LYNN BLOOM** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to 374 Carbide Road, Curwensville, PA 16833;
3. By certified mail, return receipt requested to 374 Carbide Road,  
Curwensville, PA 16833; and
4. By posting the mortgaged premises known in this herein action as to  
374 Carbide Road, Curwensville, PA 16833.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

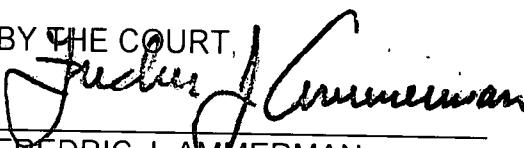
FILED

02/04/09

FEB 24 2009 Atty Sundberg

William A. Shaw  
Prothonotary/Clerk of Courts

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
:  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
**IMPORTANT NOTICE**  
:  
: FILED ON BEHALF OF: Plaintiff,  
Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

FILED NO  
MTO:SL/DT cc  
APR 08 2009  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
G10

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CIVIL ACTION - LAW  
: NO. 08-1982-CD

TO: Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

Date of Notice: April 6, 2009

**IMPORTANT NOTICE**

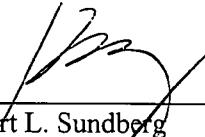
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

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

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
:  
:  
:  
:  
:  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Important Notice was mailed by first class mail, postage prepaid, or hand delivered this 6<sup>th</sup> day of April, 2009, to all counsel of record and unrepresented parties in the above-captioned matter as follows:

Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
:  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
**IMPORTANT NOTICE**  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

FILED *No cc*  
*M10.5181*  
APR 08 2009  
*610*  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CIVIL ACTION - LAW

: NO. 08-1982-CD

TO: Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

Date of Notice: April 6, 2009

**IMPORTANT NOTICE**

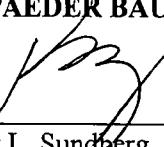
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, successor-in-interest to CSB BANK, Plaintiff	:	
	:	
	:	
	:	
v.		
		CIVIL ACTION - LAW
RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM, Defendants	:	
	:	
	:	
	:	
		NO. 08-1982-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Important Notice was mailed by first class mail, postage prepaid, or hand delivered this 6<sup>th</sup> day of April, 2009, to all counsel of record and unrepresented parties in the above-captioned matter as follows:

Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

# MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP

By

Kurt L. Sundberg  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
:  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
: **AFFIDAVIT OF SERVICE**  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

FILED  
APR 08 2008  
10:54 AM  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

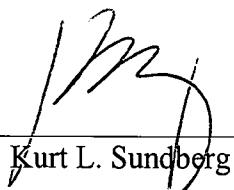
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**AFFIDAVIT OF SERVICE**

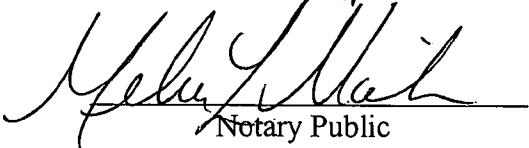
Pursuant to the Order of February 24, 2009 in the above-captioned case, Kurt L. Sundberg, being duly sworn according to law, does hereby depose and state that the Complaint in Mortgage Foreclosure was served upon the defendants as follows:

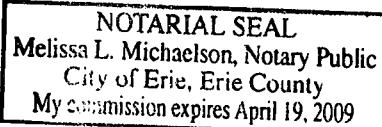
1. By publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, as evidenced by the Proofs of Publication attached hereto, incorporated herein by reference and marked Exhibit "A".
2. By first class mail to 374 Carbide Road, Curwensville, Pennsylvania 16833.
3. By certified mail, return receipt requested, to 374 Carbide Road, Curwensville, Pennsylvania 16833, as evidenced by the certified mail receipt and domestic return receipt attached hereto, incorporated herein by reference and marked Exhibit "B".
4. By posting the mortgaged premises known in this herein action as 374 Carbide Road, Curwensville, Pennsylvania 16833, as evidenced by the Sheriff's Return attached hereto, incorporated herein by reference and marked Exhibit "C".

  
Kurt L. Sundberg

Sworn to and subscribed before me

this 6 day of April, 2009.

  
Notary Public



IN THE COURT  
OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW  
NO. 08-1982-CD  
NORTHWEST SAVINGS BANK,  
successor-in-interest  
to CSB BANK,  
Plaintiff  
v.  
RUSSELL HARRY BLOOM, JR.  
and SHARON LYNN BLOOM,  
Defendants  
RUSSELL HARRY BLOOM, JR.  
AND SHARON LYNN BLOOM  
SHOULD TAKE NOTICE that  
Northwest Savings Bank has filed a  
Complaint in Mortgage Foreclosure  
against them concerning the prop-  
erty commonly known as 374 Carbide  
Road, Curwensville, Pennsyl-  
vania.

NOTICE

YOU HAVE BEEN SUED IN  
COURT. IF YOU WISH TO DE-  
FEND AGAINST THE CLAIMS SET  
FORTH IN THE FOLLOWING PA-  
GES, YOU MUST TAKE ACTION  
WITHIN TWENTY (20) DAYS  
AFTER THIS COMPLAINT AND  
NOTICE ARE SERVED, BY EN-  
TERING A WRITTEN APPEAR-  
ANCE PERSONALLY OR BY AT-  
TORNEY AND FILING IN WRITING  
WITH THE COURT YOUR DE-  
FENSES 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 JUDG-  
MENT 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 RE-  
QUESTED BY THE PLAINTIFF.  
YOU MAY LOSE MONEY OR  
PROPERTY OR OTHER RIGHTS  
IMPORTANT TO YOU.

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

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

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

3:4-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD

On this 9th day of March, A.D. 20 09,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of March 4, 2009

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

Margaret E. Krebs

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

Cheryl J. Robison  
Notary Public  
Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries

EXHIBIT

tabler

A

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA : :

COUNTY OF CLEARFIELD : :

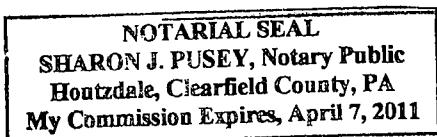
On this 13th day of March AD 2009, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of March 13, 2009, Vol. 21, No.11. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

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

Sharon J. Pusey  
Notary Public  
My Commission Expires



Kurt L. Sundberg  
300 State Street, Suite 300  
Erie, PA 16507

13

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 08-1982-CD  
CIVIL ACTION-LAW

NORTHWEST SAVINGS BANK,  
Successor-in-interest to CSB BANK,  
Plaintiff  
v.  
RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

RUSSELL HARRY BLOOM, JR. AND  
SHARON LYNN BLOOM SHOULD TAKE  
NOTICE that Northwest Savings Bank has  
filed a complaint in Mortgage Foreclosure  
against them concerning the property com-  
monly known as 374 Carbide Road, Curwens-  
ville, Pennsylvania.

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 COM-  
PLAINT 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 WITH-  
OUT YOU AND A JUDGMENT MAY BE EN-  
TERED AGAINST YOU BY THE COURT  
WITHOUT FURTHER NOTICE FOR ANY  
MONEY CLAIMED IN THE COMPLAINT OR  
FOR ANY OTHER CLAIM OR RELIEF RE-  
QUESTED BY THE PLAINTIFF. YOU MAY  
LOSE MONEY OR PROPERTY OR OTHER  
RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO  
YOUR LAWYER AT ONCE. IF YOU DO NOT  
HAVE A LAWYER, GO TO OR TELEPHONE  
THE OFFICE SET FORTH BELOW. THIS  
OFFICE CAN PROVIDE YOU WITH INFOR-  
MATION ABOUT HIRING A LAWYER.  
IF YOU CANNOT AFFORD TO HIRE A LAW-  
YER, THIS OFFICE MAY BE ABLE TO PRO-  
VIDE YOU WITH INFORMATION ABOUT  
AGENCIES THAT MAY OFFER LEGAL SER-  
VICES TO ELIGIBLE PERSONS AT A RE-  
DUCED FEE OR NO FEE.

David S. Meholic, Court Administrator Clear-  
field County Courthouse 230 E. Market Street  
Clearfield, PA 16830 (814) 765-2641, Ext.  
5982  
Kurt L. Sundberg Attorney, Suite 300, 300  
State Street Erie PA 16507.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1982-CD

NORTHWEST SAVINGS BANK, successor-in-interest to CSB BANK

vs

RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVICE # 1 OF 1

SERVE BY: 04/08/2009

HEARING:

PAGE: 105395

DEFENDANT: RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

ADDRESS: 374 CARBIDE ROAD

CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM, DEFENDANT

BY HANDING TO \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW 3-16-09 AT 10:49 AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

AT (ADDRESS) 374 Carbide Road  
Curwenville, PA. 16833

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

DAY OF \_\_\_\_\_ 2009

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

**EXHIBIT**

tabbed

C

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED Atty pd.  
M 13/11/09 20:00  
JUN 08 2009

Notice to  
William A. Shaw  
Prothonotary/Clerk of Courts Defs.

(G10)

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**PRAECIPE TO ENTER JUDGMENT**

TO THE CLEARFIELD COUNTY PROTHONOTARY:

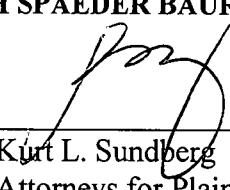
Please enter judgment by default for failure of defendants to appear and answer, in the amount of \$29,683.97 in the above stated case, which amount is comprised of the following:

Principal Balance	\$24,858.90
Negative Escrow	2,392.35
Interest to 09/04/09, date of Sheriff's Sale	3,287.59
Late charges to 09/04/09, date of Sheriff's Sale	327.70
Collection Fee	<u>2,900.00</u>
<b>TOTAL</b>	<b>\$33,766.54</b>

Plus all costs of any nature or kind, and foreclosure and Sheriff's sale of the Property commonly known as 374 Carbide Road, Curwensville, Pennsylvania, and bearing Tax Map No. 126-111-000-00126.

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

Dated: 6/4/09

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

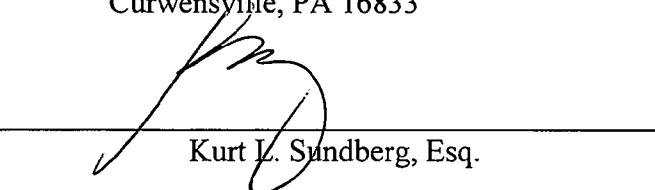
NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**AFFIDAVIT OF MILITARY SERVICE AND LAST KNOWN ADDRESS**

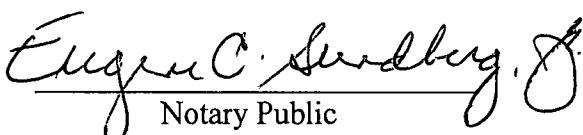
The undersigned, being duly sworn according to law, deposes and says that the defendants in the above entitled case are not engaged in the military service of the United States of America, and that the last known addresses of the defendants are:

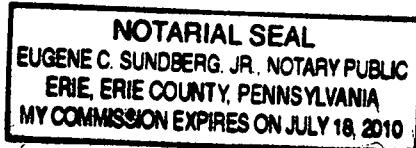
Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

  
Kurt L. Sundberg, Esq.

Sworn to and subscribed before me  
this 4<sup>th</sup> day of June, 2009.

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



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
v. : CIVIL ACTION - LAW  
:  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**NOTICE OF 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.

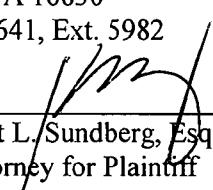
You, as a debtor, are herewith informed that you may file a Motion to Open or Strike the Judgment upon which this Writ of Execution to sell your property has been issued. This you may do under the Pennsylvania Rules of Civil Procedure by going to your lawyer at once.

You are hereby further informed of your right to set aside the sale of your property for a grossly inadequate price in accordance with Pennsylvania Rule of Civil Procedure 3132, which must be done before delivery of the Sheriff's Deed to the real property after the Sheriff's Sale. In order to file this petition, you should take this document to your lawyer immediately.

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

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

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

  
\_\_\_\_\_  
Kurt L. Sundberg, Esq.  
Attorney for Plaintiff

**NOTE TO SHERIFF:** The foregoing Notice must be served with each Writ of Execution for Sale of Real Estate.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**DESCRIPTION OF PROPERTY**

All that certain parcel or piece of ground situate in Bloomington, Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin in center of Highway No. L.R. 17094, at the original location of the S.W. corner of larger tract now or formerly of Walter and Jean Elensky (9.83 acre tract) as allowed by Deed Book 610, page 154, and legal assignments; thence from said found iron pin South 82 degrees 27 minutes 13 seconds East 16.50 feet to a point in the right-of-way of L.R. 17094 on corner of lot now or formerly of Esther Brown; thence by same and further on by land now or formerly of Donald Durandetta, South 82 degrees 27 minutes 13 seconds East 210.70 feet to an iron pipe; thence by other lands now or formerly of Walter Elensky, Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds East 255.93 feet to an iron pipe; thence still by same North 76 degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

Containing 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E., dated May 24, 1988.

Being commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126.

Being the same premises conveyed to Russell Harry Bloom, Jr. and Sharon Lynn Bloom, husband and wife, by deed of Russell H. Bloom, Sr., single, dated May 21, 1998, and recorded in the Office of the Recorder of Deeds in Volume 1934, page 572

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

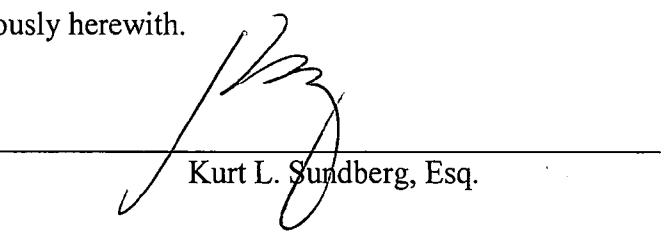
**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**CERTIFICATION PURSUANT TO Pa.R.C.P. 237.1**

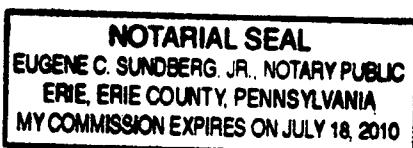
I, Kurt L. Sundberg, Esq., counsel for the plaintiff in the above-captioned matter, do hereby certify, pursuant to Rule 237.1 of the Pennsylvania Rules of Civil Procedure, that a written Notice of Intention to File the Praeclipe to Enter Judgment was mailed by First Class Mail, postage prepaid, on April 6, 2009, to the defendants, after failure of the defendants to plead to the Complaint, which mailing date was at least ten (10) days prior to the filing of the Praeclipe to Enter Judgment being filed contemporaneously herewith.

  
Kurt L. Sundberg, Esq.

Sworn to and subscribed before me  
this 4<sup>th</sup> day of June, 2009.

  
Eugene C. Sundberg, Jr.  
Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,

Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,

Defendants

: CASE NO. 08-1982-CD  
:  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
**IMPORTANT NOTICE**  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

TO: Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

Date of Notice: April 6, 2009

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

CIVIL ACTION - LAW  
NO. 08-1982-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Important Notice was mailed by first class mail, postage prepaid, or hand delivered this 6<sup>th</sup> day of April, 2009, to all counsel of record and unrepresented parties in the above-captioned matter as follows:

Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
:  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
: **IMPORTANT NOTICE**  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CIVIL ACTION - LAW  
: NO. 08-1982-CD

TO: Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

Date of Notice: April 6, 2009

**IMPORTANT NOTICE**

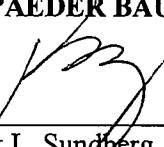
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David S. Meholic, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Important Notice was mailed by first class mail, postage prepaid, or hand delivered this 6<sup>th</sup> day of April, 2009, to all counsel of record and unrepresented parties in the above-captioned matter as follows:

Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

CIVIL ACTION - LAW

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

NO. 08-1982-CD

**NOTICE OF ENTRY OF JUDGMENT BY DEFAULT**

TO: Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

You are hereby notified as required by law that a judgment by default has been entered against you in the amount of \$ 33,766.54, plus costs of suit, Sheriff's sale, and foreclosure and sale of the Property commonly known as 374 Carbide Road, Curwensville, Pennsylvania, and bearing Tax Map No. 126-111-000-00126.

If a judgment has been entered by confession you will find enclosed copies of all documents filed in this office in support of the confession of judgment.

Dated: 10/8/09

  
\_\_\_\_\_  
PROTHONOTARY

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

OPY

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**NOTICE OF ENTRY OF JUDGMENT BY DEFAULT**

TO: Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

You are hereby notified as required by law that a judgment by default has been entered against you in the amount of \$ 33,766.54, plus costs of suit, Sheriff's sale, and foreclosure and sale of the Property commonly known as 374 Carbide Road, Curwensville, Pennsylvania, and bearing Tax Map No. 126-111-000-00126.

If a judgment has been entered by confession you will find enclosed copies of all documents filed in this office in support of the confession of judgment.

Dated: 6/18/09

  
PROTHONOTARY

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Please issue a writ of execution in the above matter:

Principal Balance	\$24,858.90
Negative Escrow	2,392.35
Interest to 09/04/09, date of Sheriff's Sale	3,287.59
Late charges to 09/04/09, date of Sheriff's Sale	327.70
Collection Fee	<u>2,900.00</u>
<b>TOTAL</b>	<b>\$33,766.54</b>
<b>Prothonotary costs</b>	<b>142.00</b>

Plus all costs of any nature or kind, and foreclosure and Sheriff's sale of the Property commonly known as 374 Carbide Road, Curwensville, Pennsylvania, and bearing Tax Map No. 126-111-000-00126 and more particularly described in Exhibit "A" attached hereto.

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

Prothonotary # \_\_\_\_\_

FILED Atty pd. 20.00  
MAY 3 15 2009  
JUN 08 2009 1CC@lewnits  
William A. Shaw w/prop desc.  
Prothonotary/Clerk of Courts to Sheriff  
6W

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**DESCRIPTION OF PROPERTY**

All that certain parcel or piece of ground situate in Bloomington, Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin in center of Highway No. L.R. 17094, at the original location of the S.W. corner of larger tract now or formerly of Walter and Jean Elensky (9.83 acre tract) as allowed by Deed Book 610, page 154, and legal assignments; thence from said found iron pin South 82 degrees 27 minutes 13 seconds East 16.50 feet to a point in the right-of-way of L.R. 17094 on corner of lot now or formerly of Esther Brown; thence by same and further on by land now or formerly of Donald Durandetta, South 82 degrees 27 minutes 13 seconds East 210.70 feet to an iron pipe; thence by other lands now or formerly of Walter Elensky, Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds East 255.93 feet to an iron pipe; thence still by same North 76 degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

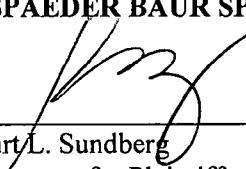
Containing 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E., dated May 24, 1988.

Being commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126.

Being the same premises conveyed to Russell Harry Bloom, Jr. and Sharon Lynn Bloom, husband and wife, by deed of Russell H. Bloom, Sr., single, dated May 21, 1998, and recorded in the Office of the Recorder of Deeds in Volume 1934, page 572

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Northwest Savings Bank, plaintiff in the above action, by its undersigned attorney-in-fact, 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" and attached hereto:

1. Name and address of owner(s) or reputed owner(s):

Russell Harry Bloom, Jr.	Sharon Lynn Bloom
374 Carbide Road	374 Carbide Road
Curwensville, PA 16833	Curwensville, PA 16833

2. Name and address of defendants in the judgment:

Russell Harry Bloom, Jr.	Sharon Lynn Bloom
374 Carbide Road	374 Carbide Road
Curwensville, PA 16833	Curwensville, PA 16833

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

Unifund CCR Partners  
c/o Michael F. Ratchford, Esquire  
1729 Pittston Avenue  
Scranton, PA 15808  
Case No. 2209-CD-2008

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

Northwest Savings Bank (Plaintiff)  
121 West 26th Street  
Erie, PA 16508  
Instrument No. 200303612

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

None

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

None

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

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

Clearfield County Domestic Relations Office  
230 E. Market Street  
Clearfield, PA 16830

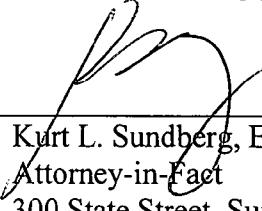
PA Dept. of Public Welfare  
Bureau of Child Support Enforcement  
Health and Welfare Building - Room 432  
Harrisburg, PA 17105

Commonwealth of Pennsylvania  
Department of Public Welfare  
Bureau of Financial Operations  
TPL Section – Casualty Unit  
P.O. Box 8486  
Harrisburg, PA 17105

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. § 4904 relating to unsworn falsification to authorities.

**NORTHWEST SAVINGS BANK**

Dated: 6/4/09

By 

Kurt L. Sundberg, Esq.  
Attorney-in-Fact  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
v. : CIVIL ACTION - LAW  
:  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**DESCRIPTION OF PROPERTY**

All that certain parcel or piece of ground situate in Bloomington, Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin in center of Highway No. L.R. 17094, at the original location of the S.W. corner of larger tract now or formerly of Walter and Jean Elensky (9.83 acre tract) as allowed by Deed Book 610, page 154, and legal assignments; thence from said found iron pin South 82 degrees 27 minutes 13 seconds East 16.50 feet to a point in the right-of-way of L.R. 17094 on corner of lot now or formerly of Esther Brown; thence by same and further on by land now or formerly of Donald Durandetta, South 82 degrees 27 minutes 13 seconds East 210.70 feet to an iron pipe; thence by other lands now or formerly of Walter Elensky, Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds East 255.93 feet to an iron pipe; thence still by same North 76 degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

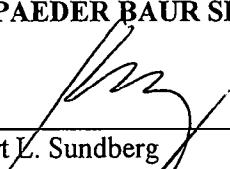
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Being commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126.

Being the same premises conveyed to Russell Harry Bloom, Jr. and Sharon Lynn Bloom, husband and wife, by deed of Russell H. Bloom, Sr., single, dated May 21, 1998, and recorded in the Office of the Recorder of Deeds in Volume 1934, page 572

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

OPY

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell real property commonly known as 374 Carbide Road, Curwensville, Pennsylvania, and bearing Tax Map No. 126-111-000-00126, and more particularly described in the Description of Property attached hereto.

Principal Balance	\$24,858.90
Negative Escrow	2,392.35
Interest to 09/04/09, date of Sheriff's Sale	3,287.59
Late charges to 09/04/09, date of Sheriff's Sale	327.70
Collection Fee	<u>2,900.00</u>
<b>TOTAL</b>	<b>\$33,766.54</b>
<b>Prothonotary costs</b>	<b>142.00</b>

Plus all costs of any nature or kind.

CLEARFIELD COUNTY PROTHONOTARY:

By Willie H. Chapman  
Deputy

SEAL OF THE COURT:

Date: 6/8/09

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
:  
v. : CIVIL ACTION - LAW  
:  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

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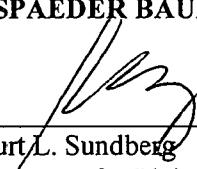
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**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CASE NO. 08-1982-CD  
: CIVIL DIVISION  
:  
: TYPE OF PLEADING:  
: **MOTION FOR SERVICE OF NOTICE**  
: **OF SHERIFF SALE PURSUANT**  
: **TO SPECIAL ORDER OF COURT**  
:  
: FILED ON BEHALF OF: Plaintiff,  
: Northwest Savings Bank  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Kurt L. Sundberg, Esq.  
: Marsh Spaeder Baur Spaeder & Schaaf, LLP  
: 300 State Street, Suite 300  
: Erie, Pennsylvania 16507  
: (814) 456-5301

FILED 100  
M 19 14 2009 Atty Sundberg  
JUL 06 2009  
S William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**MOTION FOR SERVICE OF NOTICE OF SHERIFF  
SALE PURSUANT TO SPECIAL ORDER OF COURT**

AND NOW, comes the plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, **Marsh Spaeder Baur Spaeder & Schaaf, LLP**, and files the within Motion for Service of Notice of Sheriff Sale Pursuant to Special Order of Court and pursuant to Rules 430(a) and 410(c) of the Pennsylvania Rules of Civil Procedure and sets forth as follows:

1. The defendants, Russell Harry Bloom, Jr. and Sharon Lynn Bloom (the "defendants"), are adult individuals and the owners of all that certain piece or parcel of land situate in the Township of Pike, County of Clearfield and Commonwealth of Pennsylvania, commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126 (hereinafter referred to as the "Property").

2. The plaintiff instituted a Complaint in Mortgage Foreclosure against the defendants with regard to the Property on October 14, 2008.

3. Despite attempts to serve the Complaint in Mortgage Foreclosure on the defendants, the Sheriff's Office of Clearfield County, Pennsylvania was unable to serve the Complaint on them because their last known address is now vacant, without power, the doors

and windows are boarded and there is no forwarding address and there is no information provided at the local post office as to their whereabouts. See, Exhibit "A".

4. In addition, plaintiff checked with Mr. Bloom's employer and has been advised that he is no longer employed and his whereabouts are unknown.

5. Pursuant to Special Order of Court dated February 24, 2009, the Complaint in Mortgage Foreclosure in the above-captioned case was served upon the defendants as follows:

(a) By posting a copy of the Complaint on the front door of the Property, the front door being the most public part of said Property;

(b) By mailing the Complaint to the defendants at their last known addresses by certified mail return receipt requested and by ordinary mail with a U.S. Postal Service Form 3817 Certificate of Mailing;

(c) By advertising notice of the action in the Clearfield County Legal Journal; and

(d) By advertising notice of the action in The Progress News, which is a newspaper of general circulation within Clearfield County.

6. Rule 3129.2(a) requires that Notice of the Sheriff Sale of Real Property shall be given by:

(a) Handbills posted by the Sheriff in the Sheriff's Office and on the Property pursuant to Rule 3129.2(b);

(b) By written notice prepared by the plaintiff and served in the manner set forth in Rule 3129.2(c)(1) on all persons whose names and addresses are set forth in the Affidavit required by Rule 3129.1; and

(c) By publication as provided by Rule 3129.2(d).

See, Pa.R.C.P. No. 3129.2(a), 42 Pa.C.S.A.

7. Pursuant to Rule 3129.2(b), the Sheriff shall post the handbills in the Sheriff's office and upon the Property in question.

8. Pursuant to Rule 3129.2(d), the Notice of Sheriff Sale shall be published by the Sheriff once a week for three successive weeks in a newspaper of general circulation in the county and in the legal publication designated by Rule of Court for publication of notices.

9. Rule 3129.2(c) provides that the Notice of Sheriff Sale prepared by the plaintiff shall be served by the plaintiff on all persons whose names and addresses are set forth in the Affidavit required by 3129.1, which service shall be by the Sheriff or by competent adult in the manner prescribed by Rule 402(a) for the service of original process upon a defendant (hand delivery), or by the Plaintiff mailing a copy in the manner prescribed by Rule 403 (certified mail return receipt).

10. Service of the Notice of Sheriff Sale cannot be made pursuant to Rule 402 (i.e., hand delivery) because the whereabouts of the defendants remain unknown.

11. Attempts to serve the defendants in the manner prescribed by Rule 403 have been unsuccessful, as the certified mail has been returned to the plaintiff with a notation by the postal authorities that it was unclaimed, and the defendants do not have a forwarding address.

12. Rule 3129.2(c)(1)(C) provides that if service cannot be made as provided, Notice of the Sheriff Sale shall be served pursuant to Special Order of Court as prescribed by Rule 430, except that if original process was served pursuant to a Special Order of Court under Rule 430 upon the defendants, the Notice of Sheriff Sale may be served upon the defendants in the manner provided by the Order for Service of original process without further application to the Court.

13. As indicated above, service of the Complaint in Mortgage Foreclosure was made upon the defendants pursuant to a Special Order of Court dated February 24, 2009.

14. In conformance with Rule 3129.2(c)(1)(C) and Rule 430, the defendants are already being served with handbills and Notice of the Sheriff Sale by the following methods of service: (a) posting by the Sheriff, as provided by Rule 3129.2(b), (b) certified mail return receipt requested to the defendants' last known address as provided by Rule 3129.2(c)(1)(B) and Rule 403, (c) publication as provided by Rule 3129.2(d) and Rule 430(b).

15. The Special Order of Court dated February 24, 2009, also provided for service of the Complaint by first class mail to the Property in question, 374 Carbide Road, Curwensville, Pennsylvania, 16833

16. Attached hereto, incorporated herein by reference and marked Exhibit "B" is the Affidavit of Kurt L. Sundberg, Esq., stating the nature and extent of the investigation that has been made to determine the whereabouts of the defendants.

17. Despite good faith efforts to locate the defendants, their whereabouts remain unknown.

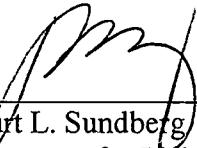
WHEREFORE, the plaintiff respectfully requests that this Honorable Court enter a Special Order of Court directing that service of the handbills and Notice of Sheriff Sale upon the defendants shall be sufficient service if done in the following manner:

- (a) By posting in the Sheriff's office and on the front door of the Property, the front door being the most public part of the Property, in the manner provided by Rule 3129.2(b);
- (b) By mailing to the defendants at their last known addresses by certified mail return receipt requested and by ordinary mail with a U.S. Postal Service Form 3817 Certificate of Mailing;
- (c) By advertising notice of the Sheriff sale in the Clearfield County Legal Journal in the manner provided by Rule 3129.2(d); and

(d) By advertising notice of the Sheriff sale in The Progress, which is a newspaper of general circulation within Clearfield County, in the manner provided by Rule 3129.2(d).

Respectfully submitted,

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1982-CD

NORTHWEST SAVINGS BANK, successor -in-interest to CSB BANK

vs

RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 2

11-16-08  
SERVE BY: ASAP HEARING: PAGE: 104843

**COPY**

DEFENDANT: RUSSELL HARRY BLOOM, JR.  
ADDRESS: 374 CARBIDE ROAD  
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT  OCCUPIED

ATTEMPTS 11-17-08 : 9:36 A.M. House empty - Windows broken + Boarded up.

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON RUSSELL HARRY BLOOM, JR., DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR RUSSELL HARRY BLOOM, JR.

AT (ADDRESS) \_\_\_\_\_

NOW 11-17-08 AT 9:48 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RUSSELL HARRY BLOOM, JR.

REASON UNABLE TO LOCATE House Empty - Doors + Windows Boarded

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic L. Maggio  
Deputy Signature

Dominic L. Maggio  
Print Deputy Name

**EXHIBIT**

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1982-CD

NORTHWEST SAVINGS BANK, successor in-interest to CSB BANK

vs

RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 2 OF 2

*COPY*

SERVE BY: ASAP HEARING: PAGE: 104843

DEFENDANT: SHARON LYNN BLOOM  
ADDRESS: 374 CARBIDE ROAD  
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 11-17-08 9:36 AM House Empty - Windows doors boarded up -

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON SHARON LYNN BLOOM, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR SHARON LYNN BLOOM

AT (ADDRESS) \_\_\_\_\_

NOW 11-17-08 AT 9:48 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO SHARON LYNN BLOOM

REASON UNABLE TO LOCATE House Empty - Doors & windows Boarded

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*Dominic L Morgillo*  
Deputy Signature

*Dominic L Morgillo*  
Print Deputy Name

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

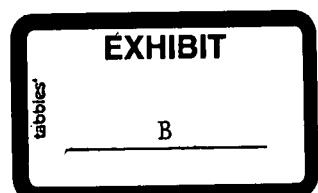
**AFFIDAVIT PURSUANT TO RULE 430(a) OF  
THE PENNSYLVANIA RULES OF CIVIL PROCEDURE**

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF ERIE :  
:

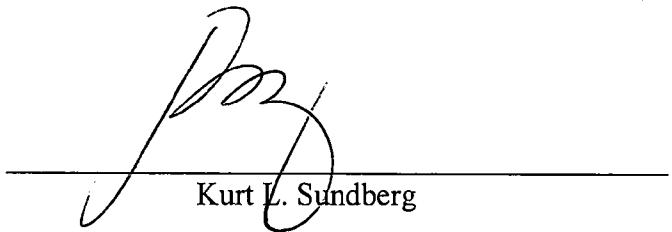
I, Kurt L. Sundberg, Esq., of Marsh Spaeder Baur Spaeder & Schaaf, LLP, attorneys for the plaintiff, Northwest Savings Bank, do depose and say that:

1. Efforts by the Sheriff's Office of Clearfield County, Pennsylvania to serve the Notice of Sheriff Sale in the above-captioned matter on the defendants, Russell Harry Bloom, Jr. and Sharon Lynn Bloom, have been unsuccessful, as it is believed that the defendants have moved from and abandoned their residence at 374 Carbide Road, Curwensville, Pennsylvania.

2. This office has made a good faith effort to locate the defendants, including inquiries of known relatives, former employers and examination of local telephone directories, voter registration records and local tax records. This office has also conducted computer Internet searches, including searches of Lexis Nexis Public Records, Google Search, Yahoo People Search, SuperPages.com telephone book search and Reunion.com.



3. Despite good faith efforts to locate the defendants, the whereabouts of the defendants remain unknown and, therefore, personal service of the Notice of Sheriff Sale in the above-captioned matter cannot be made.



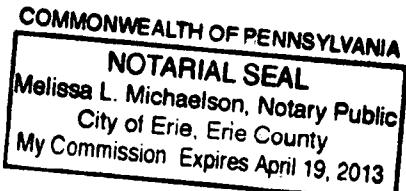
Kurt L. Sundberg

Sworn to and subscribed before me

this 1<sup>st</sup> day of July, 2009.



Melissa L. Michaelson  
Notary Public



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

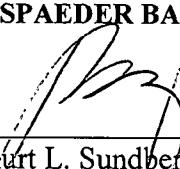
NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Motion for Service Pursuant to Special Order of Court was mailed by first class mail, postage prepaid, or hand delivered to Court House box this 1<sup>st</sup> day of July, 2009, to all counsel of record and unrepresented parties in the above-captioned matter as follows:

Russell Harry Bloom, Jr.  
Sharon Lynn Bloom  
374 Carbide Road  
Curwensville, PA 16833

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

07/08/2009

CC

Atty

William A. Shaw  
Prothonotary/Clerk of Courts

Sundberg

(610)

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.

RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CIVIL ACTION - LAW  
: NO. 08-1982-CD

ORDER

AND NOW, this 7 day of July, 2009, upon consideration of plaintiff's Motion for Service of Notice of Sheriff Sale Pursuant to Special Order of Court, it is hereby ORDERED that pursuant to Rules 3129.2(c)(1)(C) of the Pennsylvania Rules of Civil Procedure, service upon the defendants in the above-captioned matter shall be sufficient if made in the following manner:

1. By posting handbills in the Sheriff's office and on the front door of the Property in question, being 374 Carbide Road, Curwensville, Pennsylvania, the front door being the most public part of said Property, in the manner provided by Rule 3129.2(b);
2. By mailing Notice of Sheriff Sale to the defendants at their last known addresses by certified mail return receipt requested and by ordinary mail with a U.S. Postal Service Form 3817 Certificate of Mailing;
3. By advertising notice of the Sheriff sale in the Clearfield County Legal Journal in the manner provided by Rule 3129.2(d); and

4. By advertising notice of the Sheriff sale in The Progress News, which is a newspaper of general circulation within Clearfield County, in the manner provided by Rule 3129(d).

BY THE COURT:



Judge J. Cunningham  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105395

NO: 08-1982-CD

SERVICES 1

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

PLAINTIFF: NORTHWEST SAVINGS BANK, successor-in-interest to CSB BANK  
VS.

DEFENDANT: RUSSELL HARRY BLOOM, JR. and SHARON LYNN BLOOM

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MARSH	7425	10.00
SHERIFF HAWKINS	MARSH	7425	16.02

FILED  
03:30pm  
JUL 15 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2009



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

JUL 22 2009  
S 11:10:45 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2(c)(2)**

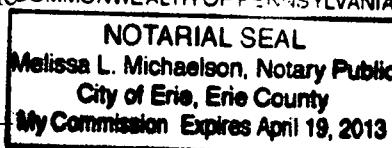
I, Kurt L. Sundberg, Esq., hereby verify as required by Rule 3129.2(c)(2) of the Pennsylvania Rules of Civil Procedure, that the written Notice of Sheriff Sale of Real Property attached hereto as Exhibit "A," the written Notice of Sheriff Sale attached hereto as Exhibit "B" and the Affidavit Pursuant to Rule 3129.1 attached hereto as Exhibit "C" filed in the above-captioned matter were served on June 25, 2009.

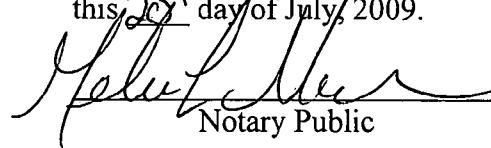
(a) Upon the defendant in the judgment and/or owners of the property who have not entered an appearance by mailing the same to them by Certified Mail, Return Receipt Requested, and was received by each defendant/owner on Russell Harry Bloom, Jr., July 22, 2009; n/a- Sharon Lynn Bloom- unclaimed; as evidenced by the certified mail receipts and domestic return receipts attached hereto, incorporated herein by reference and marked Exhibit "D"; and

(b) Upon each other person/entity named in the Affidavit Pursuant to Rule 3129.1 by ordinary mail, with a U.S. Postal Service Form 3817 Certificate of Mailing, as evidenced by the Certificates of Mailing attached hereto, incorporated herein by reference, and marked Exhibit "E".

  
Kurt L. Sundberg, Esq.

Sworn to and subscribed before me this 22 day of July, 2009.



  
Notary Public

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,	:
successor-in-interest to CSB BANK,	:
Plaintiff	:
	:
v.	:
	CIVIL ACTION - LAW
	:
RUSSELL HARRY BLOOM, JR. and	:
SHARON LYNN BLOOM,	:
Defendants	:
	NO. 08-1982-CD

**NOTICE OF SHERIFF SALE OF REAL PROPERTY**

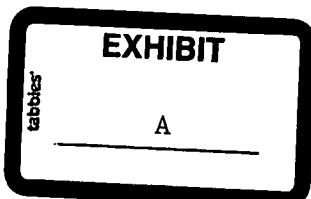
TO: Russell Harry Bloom, Jr.	Sharon Lynn Bloom
374 Carbide Road	374 Carbide Road
Curwensville, PA 16833	Curwensville, PA 16833

Your house and lot (real estate) at 374 Carbide Road, Curwensville, Pennsylvania, is scheduled to be sold at Sheriff Sale on September 4, 2009, at 10:00 a.m. prevailing time at the Sheriff's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830, to enforce the Court judgment obtained by Northwest Savings Bank against you.

**NOTICE OF OWNER'S RIGHTS**

**You may be able to prevent this Sheriff Sale.** To prevent this Sheriff Sale, you must take immediate action:

1. The sale will be canceled if you pay the amount of back payments, late charges, court costs and reasonable attorney fees. To find out how much you must pay, you may call Northwest Savings Bank, 100 Liberty Street, Warren, Pennsylvania 16365, telephone (877) 300-5779.



2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the better chance you will have of stopping the sale.

**You may still be able to save your property and you have other rights even if the Sheriff's Sale does take place.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the bid price by calling the Sheriff's Office, Clearfield County Courthouse, (814) 765-2641.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff's Office, Clearfield County Courthouse, (814) 765-2641.

4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have a right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house and real estate. A schedule of distribution of the money bid for your house and real estate will be filed by the Sheriff of Clearfield County on a date specified by the sheriff not later than thirty

(30) days after the sale and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten days (10) after the filing of the schedule.

7. You may also have other rights and defenses, or ways of getting your house back if you act immediately after the sale.

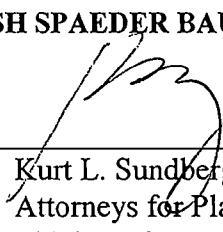
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

Dated: 6/4/09

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**DESCRIPTION OF PROPERTY**

All that certain parcel or piece of ground situate in Bloomington, Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin in center of Highway No. L.R. 17094, at the original location of the S.W. corner of larger tract now or formerly of Walter and Jean Elensky (9.83 acre tract) as allowed by Deed Book 610, page 154, and legal assignments; thence from said found iron pin South 82 degrees 27 minutes 13 seconds East 16.50 feet to a point in the right-of-way of L.R. 17094 on corner of lot now or formerly of Esther Brown; thence by same and further on by land now or formerly of Donald Durandetta, South 82 degrees 27 minutes 13 seconds East 210.70 feet to an iron pipe; thence by other lands now or formerly of Walter Elensky, Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds East 255.93 feet to an iron pipe; thence still by same North 76 degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

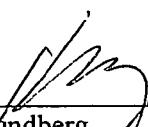
Containing 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E., dated May 24, 1988.

Being commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126.

Being the same premises conveyed to Russell Harry Bloom, Jr. and Sharon Lynn Bloom, husband and wife, by deed of Russell H. Bloom, Sr., single, dated May 21, 1998, and recorded in the Office of the Recorder of Deeds in Volume 1934, page 572

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sandberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**NOTICE OF SHERIFF SALE TO DEFENDANTS, OWNERS,  
LIENHOLDERS AND PERSONS HAVING AN  
INTEREST IN THE PROPERTY PURSUANT TO RULE  
3129.2 OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE**

TO: Defendants, Owners, Lienholders and Persons Having an Interest in the Property:

PLEASE TAKE NOTICE that by virtue of Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, on judgment entered in the above-titled case in favor of Northwest Savings Bank, all that certain parcel of land and building(s) and/or improvement(s) thereon in Bloomington, Township of Pike, County of Clearfield and Commonwealth of Pennsylvania, commonly known as 374 Carbide Road, Curwensville, Pennsylvania, and bearing Tax Map No. 126-111-000-00126, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, will be sold by the Sheriff of Clearfield County, at the Clearfield County Courthouse on September 4, 2009, at 10:00 a.m. prevailing time. The names of the owners of said property are: Russell Harry Bloom, Jr. and Sharon Lynn Bloom.

All parties in interest, including yourself and claimant, are further notified that a schedule of distribution will be on file in the Clearfield County Sheriff's Office on a date specified by the

**EXHIBIT**

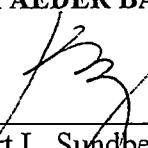
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B

Sheriff not later than thirty (30) days after the date of sale of said property and that distribution of the proceeds will be made in accordance with the scheduled distribution, unless exceptions are filed with the Sheriff's Office within ten (10) days after said filing. 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 the money is paid.

You and each of you have until one (1) hour before the commencement of bidding at the Sheriff's sale to pay all of the current indebtedness, costs and reasonable fees if you wish to stop the Sheriff's sale of this property, otherwise, the same shall proceed in accordance with law. You may petition the Court at any time prior to Sheriff Sale to stay this sale.

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

Dated: 6/4/09

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**DESCRIPTION OF PROPERTY**

All that certain parcel or piece of ground situate in Bloomington, Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin in center of Highway No. L.R. 17094, at the original location of the S.W. corner of larger tract now or formerly of Walter and Jean Elensky (9.83 acre tract) as allowed by Deed Book 610, page 154, and legal assignments; thence from said found iron pin South 82 degrees 27 minutes 13 seconds East 16.50 feet to a point in the right-of-way of L.R. 17094 on corner of lot now or formerly of Esther Brown; thence by same and further on by land now or formerly of Donald Durandetta, South 82 degrees 27 minutes 13 seconds East 210.70 feet to an iron pipe; thence by other lands now or formerly of Walter Elensky, Jr. and Jean A. Elensky North 7 degrees 39 minutes 29 seconds East 255.93 feet to an iron pipe; thence still by same North 76 degrees 30 minutes 26 seconds West 212.82 feet to a 6 inch square wood post on right-of-way of L.R. 17094; thence by said East right-of-way South 7 degrees 26 minutes 53 seconds West 277.98 feet to the place of beginning.

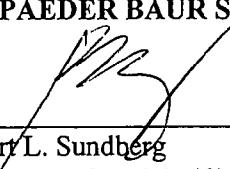
Containing 1.2943 acres by calculation as shown on survey map prepared by Fred H. Shuss, P.E., dated May 24, 1988.

Being commonly known as 374 Carbide Road, Curwensville, Pennsylvania and bearing Tax Map No. 126-111-000-00126.

Being the same premises conveyed to Russell Harry Bloom, Jr. and Sharon Lynn Bloom, husband and wife, by deed of Russell H. Bloom, Sr., single, dated May 21, 1998, and recorded in the Office of the Recorder of Deeds in Volume 1934, page 572

**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By \_\_\_\_\_

  
Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Northwest Savings Bank, plaintiff in the above action, by its undersigned attorney-in-fact, 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" and attached hereto:

1. Name and address of owner(s) or reputed owner(s):

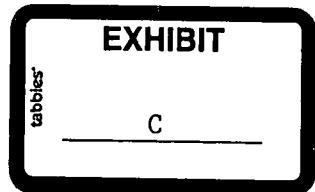
Russell Harry Bloom, Jr.	Sharon Lynn Bloom
374 Carbide Road	374 Carbide Road
Curwensville, PA 16833	Curwensville, PA 16833

2. Name and address of defendants in the judgment:

Russell Harry Bloom, Jr.	Sharon Lynn Bloom
374 Carbide Road	374 Carbide Road
Curwensville, PA 16833	Curwensville, PA 16833

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

Unifund CCR Partners  
c/o Michael F. Ratchford, Esquire  
1729 Pittston Avenue  
Scranton, PA 15808  
Case No. 2209-CD-2008



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

Northwest Savings Bank (Plaintiff)  
121 West 26th Street  
Erie, PA 16508  
Instrument No. 200303612

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

None

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

None

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

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

Clearfield County Domestic Relations Office  
230 E. Market Street  
Clearfield, PA 16830

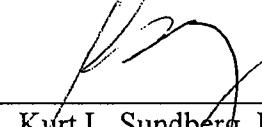
PA Dept. of Public Welfare  
Bureau of Child Support Enforcement  
Health and Welfare Building - Room 432  
Harrisburg, PA 17105

Commonwealth of Pennsylvania  
Department of Public Welfare  
Bureau of Financial Operations  
TPL Section – Casualty Unit  
P.O. Box 8486  
Harrisburg, PA 17105

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. § 4904 relating to unsworn falsification to authorities.

**NORTHWEST SAVINGS BANK**

Dated: 6/4/09

By 

Kurt L. Sundberg, Esq.  
Attorney-in-Fact  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

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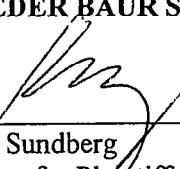
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MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

EXHIBIT "A"

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

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

CURWENSVILLE PA 16833

OFFICIAL USE

Postage	\$ 0.78
Certified Fee	\$ 2.80
Return Receipt Fee (Endorsement Required)	\$ 2.30
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 5.88



Sent To  
Sharon Lynn Bloom  
Street, Apt. No.;  
or PO Box No.  
374 Carbide Road  
City, State, ZIP+4  
Curwensville, PA 16833

PS Form 3800, August 2006

See Reverse for Instructions

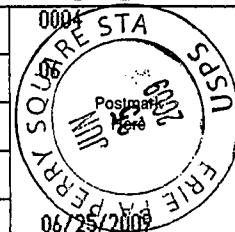
U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

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

CURWENSVILLE PA 16833

OFFICIAL USE

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Certified Fee	\$ 2.80
Return Receipt Fee (Endorsement Required)	\$ 2.30
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 5.88



Sent To  
Russell Harry Bloom, Jr.  
Street, Apt. No.;  
or PO Box No.  
374 Carbide Road  
City, State, ZIP+4  
Curwensville, PA 16833

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Russell Harry Bloom, Jr.  
374 Carbide Road  
Curwensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Russell H. Bloom

Agent  
 Addressee

B. Received by (Printed Name)

Russell H. Bloom

C. Date of Delivery

12/09

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:



3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7006 2150 0005 6451 2477

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT

tabbed

D

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

Received From:

Kurt L. Sundberg, Esquire

300 State Street, Suite 300

Erie, PA 16507

One piece of ordinary mail addressed to:

Unifund CCR Partners

c/o Michael F. Ratchford, Esquire

1729 Pittston Avenue

Scranton, PA 18508 18508

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-



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U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
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Received From:

Kurt L. Sundberg, Esquire

300 State Street, Suite 300

Erie, PA 16507

One piece of ordinary mail addressed to:

Clearfield County Tax Claim Bureau

230 East Market Street

Clearfield, PA 16830

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-051



U.S.  
POSTAGE  
UNITED STATES  
POSTAL SERVICE

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

Received From:

Kurt L. Sundberg, Esquire

300 State Street, Suite 300

Erie, PA 16507

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Clearfield County Domestic Relations  
Office

230 East Market Street

Clearfield, PA 16830

PS Form 3817, Mar. 1989

GPO : 1993 O - 151-051



U.S.  
POSTAGE  
UNITED STATES  
POSTAL SERVICE

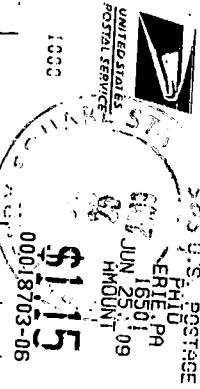
**EXHIBIT**

tabbed

E

<b>U.S. POSTAL SERVICE</b>		<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:		
<u>Kurt L. Sundberg, Esquire</u> <u>300 State Street, Suite 300</u> <u>Erie, PA 16507</u>		
One piece of ordinary mail addressed to:		
<u>PA Department of Public Welfare</u> <u>Bureau of Child Support Enforcement</u> <u>Health and Welfare Building, Room 432</u> <u>Harrisburg, PA 17105</u>		

PS Form 3817, Mar. 1989      GPO : 1993 O - 151-051



<b>U.S. POSTAL SERVICE</b>		<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:		
<u>Kurt L. Sundberg, Esquire</u> <u>300 State Street, Suite 300</u> <u>Erie, PA 16507</u>		
One piece of ordinary mail addressed to:		
<u>Commonwealth of Pennsylvania</u> <u>Department of Public Welfare</u> <u>Bureau of Financial Operations</u> <u>TPL Section - Casualty Unit</u> <u>P.O. Box 8486</u> <u>Harrisburg, PA 17105</u>		

PS Form 3817, Mar. 1989      GPO : 1993 O - 151-051



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20988  
NO: 08-1982-CD

PLAINTIFF: NORTHWEST SAVINGS BANK, SUCCEOSSOR-IN-INTEREST TO CSB BANK  
vs.  
DEFENDANT: RUSSELL HARRY BLOOM, JR. AND SHARON LYNN BLOOM

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/9/2009

LEVY TAKEN 6/25/2009 @ 11:40 AM  
POSTED 6/25/2009 @ 11:40 AM  
SALE HELD 9/4/2009  
SOLD TO MATTHEW ROWLES  
SOLD FOR AMOUNT \$15,700.00 PLUS COSTS  
WRIT RETURNED 9/22/2009  
DATE DEED FILED 9/22/2009

PROPERTY ADDRESS 374 CARBIDE ROAD CURWENSVILLE , PA 16833

FILED  
07/13/09  
SEP 22 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

7/17/2009 @ SERVED RUSSELL HARRY BLOOM, JR.  
SERVED RUSSELL HARRY BLOOM, JR., DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 374 CARBIDE ROAD,  
CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70083230000335907778. CERT RETURNED UNCLAIMED 8/5/09

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY

7/17/2009 @ SERVED SHARON LYNN BLOOM  
SERVED, SHARON LYNN BLOOM, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 374 CARBIDE ROAD, CURWENSVILLE,  
CLEARFIELD COUNTY, PENNSYLVANIA CERT #70083230000335908126. CERT RETRUNED UNCLAIMED 8/5/09

A TURE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

7/20/2009 @ 1:45 PM SERVED  
POSTED 374 CARBIDE ROAD, CURWENSVILLE, PA WITH THE NOTICE OF SALE AND COURT ORDER, PER COURT ORDER.

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

DOCKET # 20988  
NO: 08-1982-CD

PLAINTIFF: NORTHWEST SAVINGS BANK, SUCCESSOR-IN-INTEREST TO CSB BANK  
vs.  
DEFENDANT: RUSSELL HARRY BLOOM, JR. AND SHARON LYNN BLOOM

## Execution      REAL ESTATE

## **SHERIFF RETURN**

SHERIFF HAWKINS \$555.12

**SURCHARGE** **\$40.00** **PAID BY** **ATTORNEY**

Sworn to Before Me This

So Answers,

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

✓ Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
v. : CIVIL ACTION - LAW  
: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF CLEARFIELD :  
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell real property commonly known as 374 Carbide Road, Curwensville, Pennsylvania, and bearing Tax Map No. 126-111-000-00126, and more particularly described in the Description of Property attached hereto.

Principal Balance	\$24,858.90
Negative Escrow	2,392.35
Interest to 09/04/09, date of Sheriff's Sale	3,287.59
Late charges to 09/04/09, date of Sheriff's Sale	327.70
Collection Fee	<u>2,900.00</u>
<b>TOTAL</b>	<b>\$33,766.54</b>
<b>Prothonotary costs</b>	<b>14.00</b>

Plus all costs of any nature or kind.

CLEARFIELD COUNTY PROTHONOTARY:

By W.H. May  
Deputy

SEAL OF THE COURT:

Date: 10/18/09

Received this writ this 9<sup>th</sup> day  
of June A.D. 2009  
At 8:45 A.M./P.M.

Christopher A. Heuer  
Sheriff by Cynthia Butler - Deponent

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK, :  
successor-in-interest to CSB BANK, :  
Plaintiff :  
: :  
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: :  
RUSSELL HARRY BLOOM, JR. and :  
SHARON LYNN BLOOM, :  
Defendants : NO. 08-1982-CD

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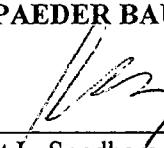
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**MARSH SPAEDER BAUR SPAEDER & SCHAAF, LLP**

By 

Kurt L. Sundberg  
Attorneys for Plaintiff  
300 State Street, Suite 300  
Erie, Pennsylvania 16507  
(814) 456-5301

**EXHIBIT "A"**

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RUSSELL HARRY BLOOM, JR. NO. 08-1982-CD

NOW, September 22, 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 September 04, 2009, I exposed the within described real estate of Russell Harry Bloom, Jr. And Sharon Lynn Bloom to public venue or outcry at which time and place I sold the same to MATTHEW ROWLES he/she being the highest bidder, for the sum of \$15,700.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	6.60
LEVY	15.00
MILEAGE	6.60
POSTING	15.00
CSDS	10.00
COMMISSION	314.00
POSTAGE	17.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	15,700.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	50.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$605.12</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	732.33
<b>TOTAL DEED COSTS</b>	<b>\$761.83</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	24,858.90
INTEREST @ %	0.00
FROM TO 09/04/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	327.70
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	2,392.35
PROPERTY INSPECTIONS	
INTEREST	3,287.59
MISCELLANEOUS	2,900.00
<b>TOTAL DEBT AND INTEREST</b>	<b>\$33,806.54</b>

**COSTS:**

ADVERTISING	428.50
TAXES - COLLECTOR	391.06
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	761.83
SHERIFF COSTS	605.12
LEGAL JOURNAL COSTS	270.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,743.51</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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTHWEST SAVINGS BANK,  
successor-in-interest to CSB BANK,  
Plaintiff

v.  
RUSSELL HARRY BLOOM, JR. and  
SHARON LYNN BLOOM,  
Defendants

: CIVIL ACTION - LAW  
: NO. 08-1982-CD

ORDER

AND NOW, this 7<sup>th</sup> day of July, 2009, upon consideration of plaintiff's Motion for Service of Notice of Sheriff Sale Pursuant to Special Order of Court, it is hereby ORDERED that pursuant to Rules 3129.2(c)(1)(C) of the Pennsylvania Rules of Civil Procedure, service upon the defendants in the above-captioned matter shall be sufficient if made in the following manner:

1. By posting handbills in the Sheriff's office and on the front door of the Property in question, being 374 Carbide Road, Curwensville, Pennsylvania, the front door being the most public part of said Property, in the manner provided by Rule 3129.2(b);
2. By mailing Notice of Sheriff Sale to the defendants at their last known addresses by certified mail return receipt requested and by ordinary mail with a U.S. Postal Service Form 3817 Certificate of Mailing;
3. By advertising notice of the Sheriff sale in the Clearfield County Legal Journal in the manner provided by Rule 3129.2(d); and

4. By advertising notice of the Sheriff's sale in The Progress News, which is a newspaper of general circulation within Clearfield County, in the manner provided by Rule 3129(d).

BY THE COURT:

/S/ Fredric J Ammerman

J.

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

JUL 08 2009

Attest.

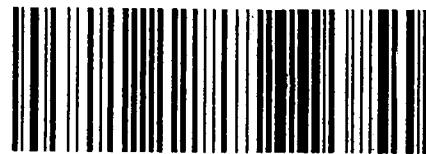
*William F. Flanigan*  
Prothonotary/  
Clerk of Courts

CHESTER A. HAWKINS

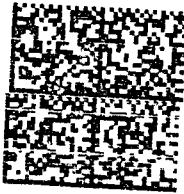
SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7008 3230 0003 3590 7778



016H16505405

\$05.710

07/17/2009

Mailed From 16830  
US POSTAGE

Hasler

RETURNED  
TO SENDER  
UNCLAIMED

RUSSELL HARRY BLOOM, JR  
374 CARBIDE ROAD  
CURWENSVILLE, PA 16833

1st NOTICE

7-18

2nd NOTICE

7-23

RETURNED

8-2

800  
6/15/09

800 3230 0003 3590 7778

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

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

**OFFICIAL USE**

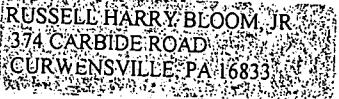
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.71

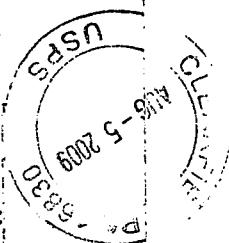
**CLEARFIELD PA 16830**  
Postmark  
Here  
JUL 17 2009  
USPS

**Sent To**  
Street, Apt. No.,  
or PO Box No. 374 CARBIDE ROAD  
City, State, ZIP+4 CURWENSVILLE, PA 16833

PS Form 3800, August 2006 See Reverse for Instructions

**CERTIFIED MAIL**PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOT LINE

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"><li>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<b>A. Signature</b>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
<b>1. Article Addressed to:</b>   RUSSELL HARRY BLOOM, JR. 374 CARBIDE ROAD CURWENSVILLE, PA 16833		<b>B. Received by (Printed Name)</b> <input type="text"/> <b>C. Date of Delivery</b> <input type="text"/>  <b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="text"/>  <b>3. Service Type</b> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
<b>2. Article Number</b> (Transfer from service label)		<b>7008 3230 0003 3590 7778</b>	
PS Form 3811, February 2004		Domestic Return Receipt	102595-02-M-1540

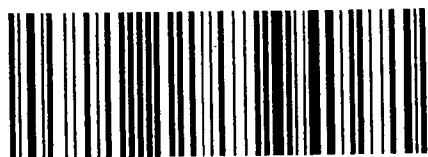


CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7008 3230 0003 3590 8126



016H16505405

\$05.710

07/17/2009

Mailed From 16830  
US POSTAGE

Hasler

RETURNED  
TO SENDER  
UNCLAIMED

SHARON LYNN BLOOM  
374 CARBIDE ROAD  
CURWENSVILLE, PA 16833

1st NOTICE

7-18

2nd NOTICE

7-23

RETURNED

8-2

7008 3230 0003 3590 8126

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> ( <i>Domestic Mail Only; No Insurance Coverage Provided</i> )	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> ®	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.71
<b>Sent To</b>	
SHARON LYNN BLOOM	
374 CARBIDE ROAD	
CURWENSVILLE, PA 16833	
Street, Apt. No.; or PO Box No.	
City, State, ZIP+4	

PS Form 3800, August 2006      See Reverse for Instructions

*5-29*

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

SHARON LYNN BLOOM  
374 CARBIDE ROAD  
CURWENSVILLE PA 16833

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

Agent  
 Addressee

**B. Received by (Printed Name)****C. Date of Delivery**

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

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number  
(Transfer from service label)**

7008 3230 0003 3590 8126

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540