

08-2306-CD
Northwest Savings vs Willis Hull al

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

NORTHWEST SAVINGS BANK,

Plaintiff

No. 2008-2306-CD

vs.

WILLIS L. HULL and
WOODROW F. WOODLING,

Defendants

Type of Pleading:

**COMPLAINT IN MORTGAGE
FORECLOSURE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Court No. 28307
212 South Second Street
Clearfield, PA 16830

(814) 765-1706 – telephone
(814) 765-1776 – facsimile

pd \$95.00 Atty
FILED *4ce Atty*
01205 cm *Kesner*
DEC 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

NORTHWEST SAVINGS BANK, : No. _____
Plaintiff :
: :
vs. :
: :
WILLIS L. HULL and :
WOODROW F. WOODLING and :
Defendants :
:

NOTICE

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

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

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

NORTHWEST SAVINGS BANK, : No. _____
Plaintiff :
vs. :
WILLIS L. HULL and :
WOODROW F. WOODLING and :
Defendants :
:

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by its
counsel, Kim C. Kesner, Esquire, who pursuant to Pa.R.Civ.P., Rule 1141 et seq. aver as
follows:

1. Plaintiff is Northwest Savings Bank, an incorporated savings bank organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 100 Liberty Street, P.O. Box 337, Warren, Pennsylvania, and an office located at 1900 River Road, Clearfield, Pennsylvania 16830.
2. Defendants are Willis L. Hull, an adult individual residing at 797 Egypt Road, Woodland, Bradford Township, Clearfield County, Pennsylvania, 16881, and Woodrow F. Woodling, an adult individual also residing at 797 Egypt Road, Woodland, Bradford Township, Clearfield County, Pennsylvania, 16881.
3. On September 22, 2000, Defendants/Mortgagor Woodrow F. Woodling, Patricia A. Woodling and Woodrow Jury made, executed, and delivered a mortgage, upon premises hereinafter described, to Plaintiff/Mortgagee, which mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County on

September 22, 2000, at Instrument Number 200014111, a copy of which is annexed hereto as Exhibit "A" and incorporated herein by reference. Woodrow Jury joined in the Mortgage because he had reserved a right of occupancy in his deed dated August 23, 1990, to Defendant/Mortgagor, Woodrow F. Woodling and Patricia A. Woodling, recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1362, at page 486. Plaintiff/Mortgagee believes and therefore avers that Woodrow Jury is deceased. Plaintiff/Mortgagee also believes and therefore avers that Patricia A. Woodling was the Mother of Defendant/Mortgagor Woodrow F. Woodling and that she is deceased.

4. The Mortgage secures the indebtedness of a Note executed by the Defendant/Mortgagor Woodrow F. Woodling and Patricia A. Woodling on September 15, 2000, in the original principal amount of Fifteen Thousand Five Hundred Sixty Five and 58/100 (\$15,565.58) Dollars payable to Plaintiff/Mortgagee in monthly installments with an interest rate of 9.350%. A copy of the Note is attached and made a part hereof as Exhibit "B".
5. Said mortgage has not been assigned.
6. No judgment has been entered in any jurisdiction upon said mortgage or upon the underlying obligation to pay.
7. The premises subject to said mortgage are described as follows: All that certain tract or parcel of land together with improvements thereon situate in Township of Bradford, County of Clearfield, Pennsylvania, bounded and described in Exhibit "C" annexed hereto.

8. Defendant/Mortgagor, Woodrow F. Woodling acquired the premises subject to Plaintiff's Mortgage, by deed dated August 23, 1990, recorded in the office of Recorder of Deeds of Clearfield County at Deed Book Volume 1362, page 486.
9. Defendant/Mortgagor Woodrow F. Woodling, in his own right and as agent for Patricia A. Woodling, transferred the premises subject to Plaintiffs mortgage to Defendant Willis L. Hull by deed dated May 3, 2007, recorded in the Office of Recorder of Deeds of Clearfield County on May 7, 2007, at Instrument Number 200707571, a copy of which is annexed hereto as Exhibit "D".
10. Defendant/Mortgagor Woodrow F. Woodling and Patricia A. Woodling excepted and reserved a life estate for themselves in the premises subject to Plaintiffs mortgage.
11. Said mortgage is in default because the Defendant/Mortgagor Woodrow F. Woodling and/or Defendant Willis L. Hull have failed or refused to pay the payments of principal and interest due on and after December 8, 2007, and have failed or refused to cure such default after notice in accordance with the mortgage and applicable law and thus, all sums secured by the mortgage are due and payable and collectible forthwith.
12. The following amounts are due on the mortgage:
 - a. Principal and accrued interest at 9.350% as of Oct. 1, 2008 \$ 5,992.63
 - b. Late Charges and unpaid Loan Fees \$ 228.50
 - c. Interest at 9.350% per annum (to be added)
 - d. Attorney fees (to be added)

TOTAL: \$ 6,221.13

RECORDATION REQUESTED BY:

CSB BANK
K-Mart Plaza Office
R.D., Box 257 A-1
Clearfield, PA 16830

KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200014111
RECORDED ON
SEP 22, 2000
11:31:17 AM

CORROING FEES - \$15.00
CORRER
NOT
CITY IMPROVEMENT \$1.00
COKER
PROVEMENT FUND \$1.00
ATE WRT TAX \$0.50
TAL \$17.50
CUSTOMER
SON, DAVID C.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**MORTGAGE**

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$15,565.58.

THIS MORTGAGE dated September 15, 2000, is made and executed between WOODROW F WOODLING, PATRICIA A WOODLING and WOODROW JURY, whose address is RR 1 BOX 494, WOODLAND, PA 16881 (referred to below as "Grantor") and CSB BANK, whose address is K-Mart Plaza Office, R.D., Box 257 A-1, Clearfield, PA 16830 (referred to below as "Lender").

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

SEE EXHIBIT A

The Real Property or its address is commonly known as RR 1 BOX 494, WOODLAND, PA 16881.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

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

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the

**LEGAL DESCRIPTION
FOR
WOODROW F. WOODLING,
PATRICIA A. WOODLING,
&
WOODROW JURY**

ALL that certain piece or parcel of land, including improvements thereon, situate in the Township of Bradford, County of Clearfield, Pennsylvania, bounded and described as follows:

BEGINNING at an 1" iron pin on the Western right of way line of Township Route No. T-613, being the Northeast corner of the lot hereby conveyed; thence along the Western right of way line of Route No. T-613 South fifteen (15) degrees sixteen (16) minutes West two hundred sixty seven and nine tenths (267.9) feet to a point; thence continuing along the Western right of way line of Route No. T-613 South twenty seven degrees (27°) twenty seven (27) minutes West seven hundred forty nine and six tenths (749.6) feet to a point; thence along lands now or formerly of Shearer Bros. Lumber Co. North seven (7) degrees twenty eight (28) minutes East nine hundred sixty nine (969) feet to an 1" iron pin; thence along land now or formerly of Blair C. Graham South eighty two (82) degrees forty two (42) feet East two hundred ninety three and five tenths (293.5) feet to a point and the place of beginning.

CONTAINING 3.76 acres as shown on survey dated February 12, 1973, prepared by Gary B. Thurson.

BEING the same premises as vested in Patricia Woodling and Woodrow Woodling by deed of Woodrow Jury dated the 23rd day of August, 1990, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book Volume 1362 at Page 486.

EXCEPTING AND RESERVING AS FOLLOWS:

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

BEGINNING at a point South 15° 16' West, 154 feet from the corner of property of Blair C. Graham and Woodrow C. Jury and Annabelle Jury, husband and wife, on the right of way of Township Road T-613; thence South along said right of way a distance of 113.9 feet to a point on said right of way and property of Woodrow C. Jury

and Annabelle Jury, husband and wife; thence still along said right of way, South 27° 27' West 8.1 feet to a point on said right of way and property of Woodrow C. Jury and Annabelle Jury, husband and wife; thence North 82° 42' West a distance of 200 feet through the property of Woodrow C. Jury and Annabelle Jury, husband and wife, to a point; thence still continuing along the property of Woodrow C. Jury and Annabelle Jury, husband and wife, North 82° 42' East 200 feet to a point and place of beginning.

EXHIBIT "A"

MORTGAGE
(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)

) SS

COUNTY OF CLEARFIELD)

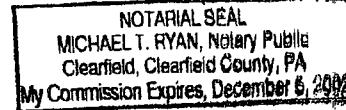
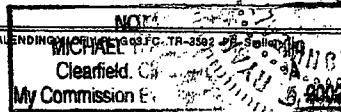
On this, the 15th day of September, 2006, before me Michael T. Ryan, Notary Public in and for the State of Pennsylvania, personally appeared WOODROW F WOODLING; PATRICIA A WOODLING; and WOODROW JURY, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Michael T. Ryan

Notary Public in and for the State of Pennsylvania

[ILASER PRO Lending, Reg. U.S. Pat. & T.M. Off., Ver. 5.12.00.07 (c) Concentrex 1997, 2000. All Rights Reserved. - PA Notary Public Seal]



PROMISSORY NOTE

| Principal | Loan Date | Maturity | Loan No. | Call | Collateral | Account | Officer | Initials |
|------------|------------|------------|----------|------|------------|---------|---------|----------|
| 915,565.58 | 09-15-2000 | 09-21-2010 | 1400100 | | 0007 | | | |

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

Borrower: WOODROW F WOODLING, PATRICIA A WOODLING
and WOODROW JURY
RR 1 BOX 494
WOODLAND, PA 16881

Lender: CSB BANK
K-Mart Plaza Office
R.D., Box 257 A-1
Clearfield, PA 16830

Principal Amount: \$15,565.58

Interest Rate: 9.350%

Date of Note: September 15, 2000

Maturity Date: September 21, 2010

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifteen Thousand Five Hundred Sixty Five & 58/100 Dollars (\$15,565.58), together with interest at the rate of 9.350% per annum on the unpaid principal balance from September 21, 2000, until paid in full.

PAYMENT. I will pay this loan in 120 payments of \$200.15 each payment. My first payment is due October 21, 2000, and all subsequent payments are due on the same day of each month after that. My final payment will be due on September 21, 2010, and will be for all principal and all accrued interest not yet paid. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, K-Mart Plaza Office, R.D., Box 257 A-1, Clearfield, PA 16830.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made by me to Lender is false in any material respect.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

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

Insecurity. Lender in good faith believes itself insecure.

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

LENDER'S RIGHTS. If any payment is not made when due under this Note or any other event of default shall occur under any other agreement between Lender and me, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

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

GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

COLLATERAL. I acknowledge this Note is secured by a Mortgage dated September 15, 2000, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

CREDIT INSURANCE. I have chosen to purchase Joint Life and Single Disability Insurance for this loan. Information concerning the premiums and the term of this insurance are set forth in the Disbursement Request and Authorization, all the terms and conditions of which are hereby incorporated and made a part of this Note.

PROPERTY INSURANCE. I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**PROMISSORY NOTE
(Continued)**

Page 2

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

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

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

BORROWER:

x *Woodrow F. Woodling* (Seal)
WOODROW F WOODLING, Individually

x *Patricia A. Woodling* (Seal)
PATRICIA A WOODLING, Individually

x *Woodrow F. Jury* (Seal)
WOODROW JURY, Individually

and Annabelle Jury, husband and wife; thence still along said right of way, South 27° 27' West 8.1 feet to a point on said right of way and property of Woodrow C. Jury and Annabelle Jury, husband and wife; thence North 82° 42' West a distance of 200 feet through the property of Woodrow C. Jury and Annabelle Jury, husband and wife, to a point; thence still continuing along the property of Woodrow C. Jury and Annabelle Jury, husband and wife, North 82° 42' East 200 feet to a point and place of beginning.

EXHIBIT "A"

C:\OFFILE\DEB\NSWOODLING.LEG\KL8

EXHIBIT "C"

County Parcel No. _____

This Deed,

MADE the 23 rd day of AUGUST

in the year nineteen hundred and Ninety (1990)

BETWEEN WOODROW JURY, widower, of R. D. 1, Box 494, Woodland, Pennsylvania, hereinafter called the grantor, party of the first part,

A N D

PATRICIA A. WOODLING, an individual, and WOODROW F. WOODLING, single, of P. O. Box 59, Woodland, Pennsylvania, as joint tenants with the right of survivorship and not as tenants in common, hereinafter called the grantees, parties of the second part.

WITNESSETH, That ~~xxxxxx~~ intending to be legally bound -----IN ~~xxxxxx~~, the said grantor does hereby grant and convey to the said grantees as joint tenants with the right of survivorship and not as tenants in common.

ALL that certain piece or parcel of land, including improvements thereon, situate in the Township of Bradford, County of Clearfield, Pennsylvania, bounded and described as follows:

BEGINNING at an 1" pin on the western right-of-way line of Township Route No. T-613, being the Northeast corner of the lot hereby conveyed; thence along the western right-of-way line of Route No. T-613 south fifteen (15) degrees sixteen (16) minutes west two hundred sixty-seven and nine-tenths (267.9) feet to a point; thence continuing along the western right-of-way line of Route No. T-613 south twenty-seven (27) degrees twenty-seven (27) minutes west seven hundred forty-nine and six-tenths (749.6) feet to a point; thence along land now or formerly of Shearer Bros. Lumber Co. north seven (7) degrees twenty-eight (28) minutes east nine hundred sixty-nine (969) feet to an 1" pin; thence along land now or formerly of Blair C. Graham south eighty-two (82) degrees forty-two (42) feet east two hundred ninety-three and five-tenths (293.5) feet to a point and the place of beginning. CONTAINING 3.76 acres as shown by survey dated February 12, 1973, prepared by Gary B. Thurston, Surveyor attached hereto.

BEING part of the same premises which were conveyed to

Woodrow C. Jury and Annabelle Jury, husband and wife, by deed dated February 14, 1942, and recorded in Clearfield County Deed Book Volume 391, page 522. Annabelle Jury having died on July 3, 1979, the entire title vested in Woodrow C. Jury as surviving tenant by the entireties.

EXCEPTING AND RESERVING unto grantor a right of occupancy, rent free, for and during the natural life of grantor.

EXCEPTING AND RESERVING the following piece of land which was previously conveyed by Woodrow Jury and Annabelle Jury to Patricia A. Woodling and Raymond B. Woodling, husband and wife, by deed dated May 5, 1978; and recorded in Clearfield County Deed Book Volume 759, page 481. Also being the same real estate conveyed by Sheriff of Clearfield County to Curtis Homes, Inc. by deed dated December 7, 1987, and recorded in Clearfield County Deeds and Records Book Volume No. 1201, page 399. Also being the same real estate conveyed by Curtis Homes, Inc. to Anthony P. Grenus, by deed dated May 6, 1988, and recorded in Clearfield County Deeds and Records Book Volume 1224, page 45.

*See Rider

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:

Kathleen M. Gantchier

Patricia A. Woodling
PATRICIA A. WOODLING
Woodrow F. Woodling
WOODROW F. WOODLING

This 23rd day of AUGUST, 1990.

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 OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1966, as amended.)

RIDER

BEGINNING at a point South 15 degrees 16 minutes West, 154 feet from the corner of property of Blair C. Graham and Woodrow C. Jury, widower, on the right-of-way of Township Road T-613, thence South along said right-of-way a distance of 113.9 feet to a point on said right-of-way and property of Woodrow C. Jury, widower; thence still along said right-of-way, South 27 degrees 27 minutes West 8.1 feet to a point on said right-of-way and property of Woodrow C. Jury, widower; thence North 82 degrees 42 minutes West a distance of 200 feet through the property of Woodrow C. Jury, widower, to a point; thence still continuing along the property of Woodrow C. Jury, widower, North 7 degrees 28 minutes East (believed to be erroneously listed as North 72 degrees 8 minutes East in previous deeds) a distance of 122 feet to a point; thence South 82 degrees forty-two (42) minutes East 200 feet to a point and place of beginning.

THIS transfer is exempt from Realty Transfer Tax since it is a conveyance from father to daughter and grandfather to grandson.

SHEARER BROS. LUMBER CO.

33. NIGHT OF WAY
5812-42 E 498-L 00
J. BLAIN C - 611
800 GRAHAM 0 911
400 10 ALIVE 211
200
100
000

"SHEARER BROS. LUMBER CO.

WARD O. GOODROW

W. S. W. 1900
JUN 4
3.76 A.M.

LYNN
BROWN

WOODROW C. LURY

3.76 ACKEES

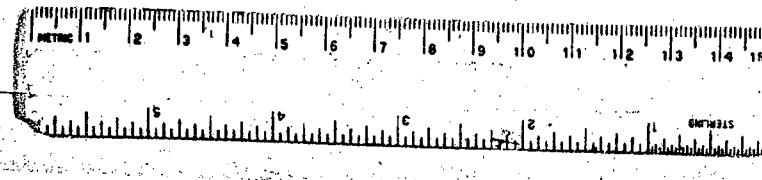
INSTITUTE. 12

BRADFORD TOWNSHIP CLARKEFIELD CO. PA.

SCALE : 1 inch = 200 feet

FEBRUARY 12 1973
ROCKTON, ILL.

CHARLES THURSTON SURVEYOR



VOL 1362 PAGE 490

AND the said grantor will specially WARRANT AND FOREVER DEFEND 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

Kathleen M. Conklin

Woodrow Jury [Seal]
WOODROW JURY, Widower

[Seal]

[Seal]

[Seal]

[Seal]

[Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee is Mercin as follows:
P. O. Box 59, Woodland, Pennsylvania 16881

[Signature]
Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of CLEARFIELD

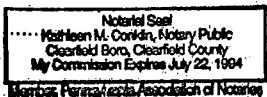
ss.

On this, the 23rd day of AUGUST 1990, before me a Notary Public the undersigned officer, personally appeared WOODROW JURY, widower, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

official seal.

My Commission Expires



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2306-CD

NORTHWEST SAVINGS BANK

vs

WILLIS L. HULL and WOODROW F. WOODLING

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 01/01/2009

HEARING:

PAGE: 105093

SERVICE # 1 OF 1

DEFENDANT: WILLIS L. HULL

ADDRESS: 797 EGYPT ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

S FILED
03/02/2009
JAN 02 2009
William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

EXPIRED

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIS L. HULL, 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 WILLIS L. HULL

AT (ADDRESS) _____

NOW This 2nd Day Jan 2009 AT 3:10 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO WILLIS L. HULL

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: George F. Deblaw Deputy Signature

George F. Deblaw Print Deputy Name

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

NORTHWEST SAVINGS BANK, Plaintiff : No. 2008-2306-CD
vs. : Type of Pleading:
WILLIS L. HULL and : **COMPLAINT IN MORTGAGE
WOODROW F. WOODLING, Defendants** : FORECLOSURE
: Filed on Behalf of:
: PLAINTIFF
: Counsel of Record for this Party:
: Kim C. Kesner, Esquire
: Supreme Court No. 28307
: 212 South Second Street
: Clearfield, PA 16830
: (814) 765-1706 – telephone
: (814) 765-1776 – facsimile

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

DEC 02 2008

Attest:

Willie L. Hull
Prothonotary/
Clerk of Courts

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

NORTHWEST SAVINGS BANK,

: No. _____

Plaintiff :

:

vs.

:

WILLIS L. HULL and
WOODROW F. WOODLING and

:

Defendants :

NOTICE

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

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

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

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

NORTHWEST SAVINGS BANK, : No. _____
Plaintiff :
vs. :
WILLIS L. HULL and :
WOODROW F. WOODLING and :
Defendants :
:

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by its
counsel, Kim C. Kesner, Esquire, who pursuant to Pa.R.Civ.P., Rule 1141 et seq. aver as
follows:

1. Plaintiff is Northwest Savings Bank, an incorporated savings bank organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 100 Liberty Street, P.O. Box 337, Warren, Pennsylvania, and an office located at 1900 River Road, Clearfield, Pennsylvania 16830.
2. Defendants are Willis L. Hull, an adult individual residing at 797 Egypt Road, Woodland, Bradford Township, Clearfield County, Pennsylvania, 16881, and Woodrow F. Woodling, an adult individual also residing at 797 Egypt Road, Woodland, Bradford Township, Clearfield County, Pennsylvania, 16881.
3. On September 22, 2000, Defendants/Mortgagor Woodrow F. Woodling, Patricia A. Woodling and Woodrow Jury made, executed, and delivered a mortgage, upon premises hereinafter described, to Plaintiff/Mortgagee, which mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County on

September 22, 2000, at Instrument Number 200014111, a copy of which is annexed hereto as Exhibit "A" and incorporated herein by reference. Woodrow Jury joined in the Mortgage because he had reserved a right of occupancy in his deed dated August 23, 1990, to Defendant/Mortgagor, Woodrow F. Woodling and Patricia A. Woodling, recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1362, at page 486. Plaintiff/Mortgagee believes and therefore avers that Woodrow Jury is deceased. Plaintiff/Mortgagee also believes and therefore avers that Patricia A. Woodling was the Mother of Defendant/Mortgagor Woodrow F. Woodling and that she is deceased.

4. The Mortgage secures the indebtedness of a Note executed by the Defendant/Mortgagor Woodrow F. Woodling and Patricia A. Woodling on September 15, 2000, in the original principal amount of Fifteen Thousand Five Hundred Sixty Five and 58/100 (\$15,565.58) Dollars payable to Plaintiff/Mortgagee in monthly installments with an interest rate of 9.350%. A copy of the Note is attached and made a part hereof as Exhibit "B".
5. Said mortgage has not been assigned.
6. No judgment has been entered in any jurisdiction upon said mortgage or upon the underlying obligation to pay.
7. The premises subject to said mortgage are described as follows: All that certain tract or parcel of land together with improvements thereon situate in Township of Bradford, County of Clearfield, Pennsylvania, bounded and described in Exhibit "C" annexed hereto.

8. Defendant/Mortgagor, Woodrow F. Woodling acquired the premises subject to Plaintiff's Mortgage, by deed dated August 23, 1990, recorded in the office of Recorder of Deeds of Clearfield County at Deed Book Volume 1362, page 486.
9. Defendant/Mortgagor Woodrow F. Woodling, in his own right and as agent for Patricia A. Woodling, transferred the premises subject to Plaintiffs mortgage to Defendant Willis L. Hull by deed dated May 3, 2007, recorded in the Office of Recorder of Deeds of Clearfield County on May 7, 2007, at Instrument Number 200707571, a copy of which is annexed hereto as Exhibit "D".
10. Defendant/Mortgagor Woodrow F. Woodling and Patricia A. Woodling excepted and reserved a life estate for themselves in the premises subject to Plaintiffs mortgage.
11. Said mortgage is in default because the Defendant/Mortgagor Woodrow F. Woodling and/or Defendant Willis L. Hull have failed or refused to pay the payments of principal and interest due on and after December 8, 2007, and have failed or refused to cure such default after notice in accordance with the mortgage and applicable law and thus, all sums secured by the mortgage are due and payable and collectible forthwith.
12. The following amounts are due on the mortgage:
 - a. Principal and accrued interest at 9.350% as of Oct. 1, 2008 \$ 5,992.63
 - b. Late Charges and unpaid Loan Fees \$ 228.50
 - c. Interest at 9.350% per annum (to be added)
 - d. Attorney fees (to be added)

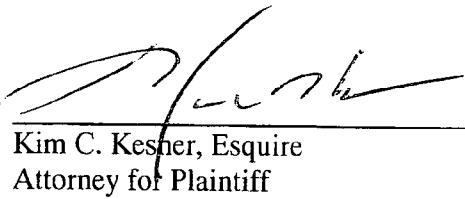
TOTAL: \$ 6,221.13

Plus interest from December 7, 2007 at 9.350% per annum, Plaintiff/Mortgagee's costs and expenses of suit and Plaintiff's reasonable attorney's fees actually incurred collectible under the mortgage and applicable law, all to be added.

13. A Notice of Intention to Foreclose and Act 91 Notice in the form promulgated by the Pennsylvania Housing Finance Agency was sent to Defendant/Mortgagor, Woodrow F. Woodling at 797 Egypt Road, Woodland, PA 16881, certified mail on April 11, 2008.

WHEREFORE, the Plaintiff demands judgment against Defendants in the sum of Six Thousand Two Hundred Twenty One and 13/100 (\$6,221.13) Dollars, together with interest at 9.350% per annum, costs of suit, late charges, and attorney's fees becoming due, and for foreclosure and sale of the mortgaged premises.

Respectfully submitted,



Kim C. Kesner, Esquire
Attorney for Plaintiff

VERIFICATION

I, DEBORAH A. VECELLIO, as Vice President of Northwest Savings Bank, verify that the statements in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief.

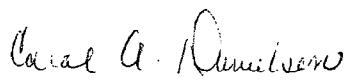
This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.


Deborah A. Vecellio

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF Warren :

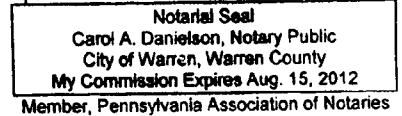
Before me, the undersigned authority personally appeared Deborah A. Vecellio, who, being duly sworn according to law, deposes and says that she is the Vice President of Northwest Savings Bank, that she is authorized and empowered to execute the Verification, and that the facts and averments set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information, and belief.

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



Carol A. Danielson
Notary Public

My Commission Expires COMMONWEALTH OF PENNSYLVANIA



RECORDATION REQUESTED BY:

C\$B BANK
K-Mart Plaza Office
R.D., Box 257 A-1
Clearfield, PA 16830

KAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania
 INSTRUMENT NUMBER
 200014111
 RECORDED ON
 SEP 22, 2000
 11:31:17 AM
 CORDING FEES - \$15.00
 CORDER
 UNITY IMPROVEMENT \$1.00
 NO
 COLLECTOR \$1.00
 PROVENANT FUND
 ATE WRIT TAX \$0.50
 TAL
 CUSTOMER
 SON, DAVID C.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$15,565.58.

THIS MORTGAGE dated September 15, 2000, is made and executed between WOODROW F WOODLING, PATRICIA A WOODLING and WOODROW JURY, whose address is RR 1 BOX 494, WOODLAND, PA 16881 (referred to below as "Grantor") and CSB BANK, whose address is K-Mart Plaza Office, R.D., Box 257 A-1, Clearfield, PA 16830 (referred to below as "Lender").

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

SEE EXHIBIT A

The Real Property or its address is commonly known as: RR 1 BOX 494, WOODLAND, PA 16221

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS
GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS
MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

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

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may but shall not be required to:

**LEGAL DESCRIPTION
FOR
WOODROW F. WOODLING,
PATRICIA A. WOODLING,
&
WOODROW JURY**

ALL that certain piece or parcel of land, including improvements thereon, situate in the Township of Bradford, County of Clearfield, Pennsylvania, bounded and described as follows:

BEGINNING at an 1" iron pin on the Western right of way line of Township Route No. T-613, being the Northeast corner of the lot hereby conveyed; thence along the Western right of way line of Route No. T-613 South fifteen (15) degrees sixteen (16) minutes West two hundred sixty seven and nine tenths (267.9) feet to a point; thence continuing along the Western right of way line of Route No. T-613 South twenty seven degrees (27°) twenty seven (27) minutes West seven hundred forty nine and six tenths (749.6) feet to a point; thence along lands now or formerly of Shearer Bros. Lumber Co. North seven (7) degrees twenty eight (28) minutes East nine hundred sixty nine (969) feet to an 1" iron pin; thence along land now or formerly of Blair C. Graham South eighty two (82) degrees forty two (42) feet East two hundred ninety three and five tenths (293.5) feet to a point and the place of beginning.

CONTAINING 3.76 acres as shown on survey dated February 12, 1973, prepared by Gary B. Thurson.

BEING the same premises as vested in Patricia Woodling and Woodrow Woodling by deed of Woodrow Jury dated the 23rd day of August, 1990, and recorded in the Office of the Recorder of Deeds of Clearfield County to Deed Book Volume 1362 at Page 486.

EXCEPTING AND RESERVING AS FOLLOWS:

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

BEGINNING at a point South 15° 16' West, 154 feet from the corner of property of Blair C. Graham and Woodrow C. Jury and Annabelle Jury, husband and wife, on the right of way of Township Road T-613; thence South along said right of way a distance of 113.9 feet to a point on said right of way and property of Woodrow C. Jury

and Annabelle Jury, husband and wife; thence still along said right of way, South 27° 27' West 8.1 feet to a point on said right of way and property of Woodrow C. Jury and Annabelle Jury, husband and wife; thence North 82° 42' West a distance of 200 feet through the property of Woodrow C. Jury and Annabelle Jury, husband and wife, to a point; thence still continuing along the property of Woodrow C. Jury and Annabelle Jury, husband and wife, North 82° 42' East 200 feet to a point and place of beginning.

EXHIBIT "A"

MORTGAGE
(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

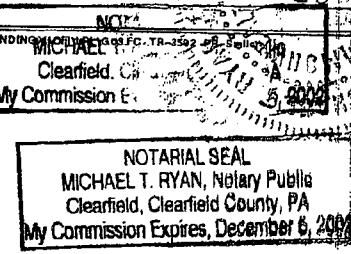
)
)
)

On this, the 15th day of September, 2006, before me Michael T. Ryan
and WOODROW JURY, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and
acknowledged that they executed the same for the purposes therein contained.

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

Michael T. Ryan
Notary Public in and for the State of Pennsylvania
My Commission Expires December 6, 2006

(LASER PRO Lending, Reg. U.S. Pat. & T.M. Off., Ver. 5.12.00.07 (c) Concentrex 1987, 2000. All Rights Reserved. - PA PENDING MICHAEL T. RYAN, RA-352, Clearfield, PA
Clearfield, PA
My Commission Ex.



PROMISSORY NOTE

| Principal \$15,565.58 | Loan Date 09-15-2000 | Maturity 09-21-2010 | Loan No. 1001120 | Call | Collateral 0007 | Account | Officer *** | Initials CM |
|--|-------------------------|------------------------|---------------------|------|--------------------|---------|----------------|----------------|
| References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations. | | | | | | | | |

Borrower: WOODROW F WOODLING, PATRICIA A WOODLING
and WOODROW JURY
RR 1 BOX 494
WOODLAND, PA 16881

Lender: CSB BANK
K-Mart Plaza Office
R.D., Box 257 A-1
Clearfield, PA 16830

Principal Amount: \$15,565.58

Interest Rate: 9.350%

Date of Note: September 15, 2000

Maturity Date: September 21, 2010

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifteen Thousand Five Hundred Sixty Five & 58/100 Dollars (\$15,565.58), together with interest at the rate of 9.350% per annum on the unpaid principal balance from September 21, 2000, until paid in full.

PAYMENT. I will pay this loan in 120 payments of \$200.15 each payment. My first payment is due October 21, 2000, and all subsequent payments are due on the same day of each month after that. My final payment will be due on September 21, 2010, and will be for all principal and all accrued interest not yet paid. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, K-Mart Plaza Office, R.D., Box 257 A-1, Clearfield, PA 16830.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made by me to Lender is false in any material respect.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

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

Insecurity. Lender in good faith believes itself insecure.

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

LENDER'S RIGHTS. If any payment is not made when due under this Note or any other event of default shall occur under any other agreement between Lender and me, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

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

GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

COLLATERAL. I acknowledge this Note is secured by a Mortgage dated September 15, 2000, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

CREDIT INSURANCE. I have chosen to purchase Joint Life and Single Disability Insurance for this loan. Information concerning the premiums and the term of this insurance are set forth in the Disbursement Request and Authorization, all the terms and conditions of which are hereby incorporated and made a part of this Note.

PROPERTY INSURANCE. I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

PROMISSORY NOTE
(Continued)

Page 2

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

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

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

BORROWER:

Woodrow F. Woodling (Seal)
WOODROW F WOODLING, Individually

Patricia A. Woodling (Seal)
PATRICIA A WOODLING, Individually

Woodrow S. Jury (Seal)
WOODROW JURY, Individually

(LASER PRO Lending, Reg. U.S. Pat. & T.M. Off., Ver. 5.12.00.07 (c) Concentrex 1997, 2000. All Rights Reserved. - PA PLENDINGX1CFILPLID20/FC TR-3592 PR-Smile)

and Annabelle Jury, husband and wife; thence still along said right of way, South 27° 27' West 8.1 feet to a point on said right of way and property of Woodrow C. Jury and Annabelle Jury, husband and wife; thence North 82° 42' West a distance of 200 feet through the property of Woodrow C. Jury and Annabelle Jury, husband and wife, to a point; thence still continuing along the property of Woodrow C. Jury and Annabelle Jury, husband and wife, North 82° 42' East 200 feet to a point and place of beginning.

EXHIBIT "A"

© OFFICE OF DEEDS WOODLING, LEGAL

County Parcel No. _____

This Deed,

MADE the 23rd day of AUGUST
in the year nineteen hundred and Ninety (1990)

BETWEEN WOODROW JURY, widower, of R. D. 1, Box 494, Woodland, Pennsylvania, hereinafter called the grantor, party of the first part,

A N D

PATRICIA A. WOODLING, an individual, and WOODROW F. WOODLING, single, of P. O. Box 59, Woodland, Pennsylvania, as joint tenants with the right of survivorship and not as tenants in common, hereinafter called the grantees, parties of the second part.

WITNESSETH, That ~~in consideration of~~ intending to be legally bound -----

~~in consideration of~~ the said grantor does hereby grant and convey to the said grantees, as joint tenants with the right of survivorship and not as tenants in common.

ALL that certain piece or parcel of land, including improvements thereon, situate in the Township of Bradford, County of Clearfield, Pennsylvania, bounded and described as follows:

BEGINNING at an 1" pin on the western right-of-way line of Township Route No. T-613, being the Northeast corner of the lot hereby conveyed; thence along the western right-of-way line of Route No. T-613 south fifteen (15) degrees sixteen (16) minutes west two hundred sixty-seven and nine-tenths (267.9) feet to a point; thence continuing along the western right-of-way line of Route No. T-613 south twenty-seven (27) degrees twenty-seven (27) minutes west seven hundred forty-nine and six-tenths (749.6) feet to a point; thence along land now or formerly of Shearer Bros. Lumber Co. north seven (7) degrees twenty-eight (28) minutes east nine hundred sixty-nine (969) feet to an 1" pin; thence along land now or formerly of Blair C. Graham south eighty-two (82) degrees forty-two (42) feet east two hundred ninety-three and five-tenths (293.5) feet to a point and the place of beginning. CONTAINING 3.76 acres as shown by survey dated February 12, 1973, prepared by Gary B. Thurston, Surveyor attached hereto.

BEING part of the same premises which were conveyed to

Woodrow C. Jury and Annabelle Jury, husband and wife, by deed dated February 14, 1942, and recorded in Clearfield County Deed Book Volume 391, page 522. Annabelle Jury having died on July 3, 1979, the entire title vested in Woodrow C. Jury as surviving tenant by the entireties.

EXCEPTING AND RESERVING unto grantor a right of occupancy, rent free, for and during the natural life of grantor.

EXCEPTING AND RESERVING the following piece of land which was previously conveyed by Woodrow Jury and Annabelle Jury to Patricia A. Woodling and Raymond B. Woodling, husband and wife, by deed dated May 5, 1978, and recorded in Clearfield County Deed Book Volume 759, page 481. Also being the same real estate conveyed by Sheriff of Clearfield County to Curtis Homes, Inc. by deed dated December 7, 1987, and recorded in Clearfield County Deeds and Records Book Volume No. 1201, page 399. Also being the same real estate conveyed by Curtis Homes, Inc. to Anthony P. Grenus by deed dated May 6, 1988, and recorded in Clearfield County Deeds and Records Book Volume 1224, page 45.

*See Rider

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:

Kathleen M. Conchlin

Patricia A. Woodling
PATRICIA A. WOODLING
Woodrow F. Woodling
WOODROW F. WOODLING

This 23rd day of AUGUST, 1990.

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, COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

RIDER

BEGINNING at a point South 15 degrees 16 minutes west, 154 feet from the corner of property of Blair C. Graham and Woodrow C. Jury, widower, on the right-of-way of Township Road T-613, thence South along said right-of-way a distance of 113.9 feet to a point on said right-of-way and property of Woodrow C. Jury, widower; thence still along said right-of-way, South 27 degrees 27 minutes West 8.1 feet to a point on said right-of-way and property of Woodrow C. Jury, widower; thence North 82 degrees 42 minutes West a distance of 200 feet through the property of Woodrow C. Jury, widower, to a point; thence still continuing along the property of Woodrow C. Jury, widower, North 7 degrees 28 minutes East (believed to be erroneously listed as North 72 degrees 8 minutes East in previous deeds) a distance of 122 feet to a point; thence South 82 degrees forty-two (42) minutes East 200 feet to a point and place of beginning.

THIS transfer is exempt from Realty Transfer Tax since it is a conveyance from father to daughter and grandfather to grandson.

SHEARER BROS. LUMBER CO.

33' RIGHT OF WAY
SHEARER BROS. LUMBER CO.
J. NO BLAINE C. 670.64
Z. NO GRAHAM C. 670.64
Z. NO ALICE D. 670.64
L. 670.64 E. 293.54

SHEARER BROS. LUMBER CO.

WARD O. GOODROW

LYNN
BROWN

WOODROW C. JURT

3.76 ACRES

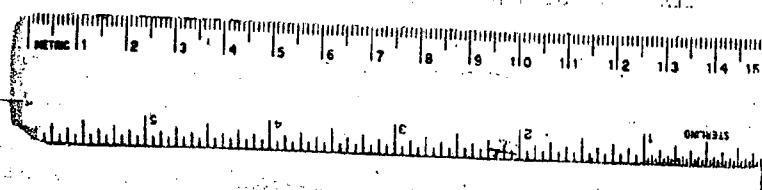
SITUATED IN

BRADFORD TOWNSHIP CLEARFIELD CO. PA.

SCALE: 1inch = 200 feet

FEBRUARY 12, 1973
ROCKTON, PA

CHARLES THURSTON
SURVEYOR



VOL 1362 PAGE 490

AND the said grantor will specially WARRANT AND FOREVER DEFEND 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

Kathleen M. Conklin

Woodrow Jury [Seal]
WOODROW JURY, widower [Seal]

[Seal]
[Seal]
[Seal]
[Seal]
[Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee & herein is as follows:
P. O. Box 59, Woodland, Pennsylvania 16881

Jill Conklin
Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of CLEARFIELD

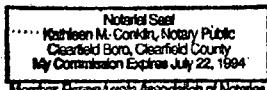
ss.

On this, the 23rd day of AUGUST 1990, before me a Notary Public
the undersigned officer, personally appeared WOODROW JURY, widower,
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
instrument, and acknowledged that he executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

Official seal.

My Commission Expires



State of
County of } ss.

On this, the day of 19 , before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person
instrument, and acknowledged that whose name subscribed to the within
executed the same for the purpose therein
contained.

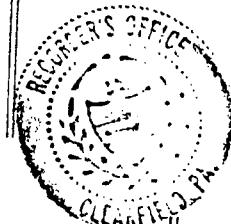
IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

Commonwealth of Pennsylvania
County of CLEARFIELD

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:57PM 9-12-90
BY JOHN AYRES
FEES 17.50
Michael R. Lytle, Recorder



RECORDED in the Office for Recording of Deeds, etc., in and for the said
County, in Deed Book No. 1362 , Page 486
WITNESS my hand and official seal this 12th day of SEPT. , 1990

Michael R. Lytle
Recorder of Deeds

My Commission Expires
First Monday in January, 1992

Deed

WARRANTY DEED
The Pottersboro Co., Williamsport, Pa.

WOODBROW JURY, widower,
AND
PATRICIA A. WOODLING and
WOODBROW F. WOODLING, as
joint tenants with right of
survivorship and not as
tenants in common

Dated AUGUST 22, 1990
For parcel of land in Brad-
ford Township, Clearfield
County, Pennsylvania

Consideration ..NONE ..

Recorded

Entered for Record in the Recorder's
Office of County, the day of Tax. \$
19 Fees. \$ Recorder

JOHN A. AYRES, JR.
ATTORNEY AT LAW
217 EAST MARKET STREET
CLEARFIELD, PA. 16830

Entered of Record Sept. 12, 1990 3:57PM Michael R. Lytle, Recorder

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

FILED

FEB 06 2009

0112105/09
William A. Shaw
Prothonotary/Clerk of Courts

1 Court to (610)
Attm

NORTHWEST SAVINGS BANK, : No. 2008-2306-CD

Plaintiff :

Type of Pleading:

vs.

WILLIS L. HULL and
WOODROW F. WOODLING,

Defendants :

ACCEPTANCE OF SERVICE

Filed on Behalf of:

PLAINTIFF

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Court No. 28307
212 South Second Street
Clearfield, PA 16830

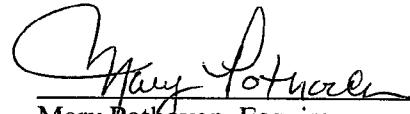
(814) 765-1706 – telephone
(814) 765-1776 – facsimile

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

NORTHWEST SAVINGS BANK, : No. 2008-2306-CD
Plaintiff :
vs. :
WILLIS L. HULL and :
WOODROW F. WOODLING, :
Defendants :
.

ACCEPTANCE OF SERVICE

I, Mary Pothoven, Esquire, hereby accept service of this Complaint in Mortgage
Foreclosure on this 15th day of December, 2008, on behalf of Woodrow
F. Woodling, of Woodland, Pennsylvania.



Mary Pothoven, Esquire
P.O. Box 218
Reynoldsville, PA 15851

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105093
NO: 08-2306-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK
vs.
DEFENDANT: WILLIS L. HULL and WOODROW F. WOODLING

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | KESNER | 1141 | 10.00 |
| SHERIFF HAWKINS | KESNER | 1141 | 9.42 |

FILED
03/30/09
MAR 26 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2009

Chester A. Hawkins

Chester A. Hawkins
Sheriff