67.50 MP

PREPARED BY:

Citizens Bank of Pennsylvania

**RETURN TO:** 

Citizens Bank of Pennsylvania
525 William Penn Place
Pittsburgh, Pennsylvania 15219-1724

ATTN: Mailstop 153-2440

PARCEL ID#: 3/14C/2/22

## **OPEN-END MORTGAGE**

## COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS INSTRUMENT SECURES FUTURE ADVANCES UP TO A MAXIMUM PRINCIPAL AMOUNT OF \$200,000.00 PLUS ACCRUED INTEREST AND OTHER INDEBTEDNESS AS DESCRIBED IN PENNSYLVANIA ACT NO. 42 PA. C.S.A. SECTION 8143

	This C	PEN-	END COM	MERC	IAL MORTGA	AGE, SEC	CURIT	ΥÆ	AGREEMEN'	T AND ASSIG	NME	NT
OF	LEASES	AND	RENTŞ	(this	"Mortgage")	entered	into	at	Pittsburgh,	Pennsylvania,	as	of
_Al	JGUST 8		, 2007, between Stillwater Lakes Civic Association, Inc.							Inc.	, а	
Pen	nsylvania	corpo	ration, with	n an a	ddress of 304	Park A	venue	, S	troudsburg,	Pennsylvania	a 183	60
(the "Mortgagor") and Citizens Bank of Pennsylvania, a Pennsylvania, state-chartered bank, with an												
add	ress of 525	Willia	m Penn Pl	ace. Pi	ttsburgh. Pen	nsvivania	1521	9-1	724 (the "Ba	nk").		

The real property which is the subject matter of this Mortgage has the following address(es): 210 E. Woodland Drive, Pocono Summit, Pennsylvania 18346 (the "Address(es)").

## 1. MORTGAGE, OBLIGATIONS AND FUTURE ADVANCES

Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to the Bank and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the "Property" described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank respecting that certain Term Note, dated August 8, 2007, by Stillwater Lakes Civic Association, Inc. in favor of the Bank in the original principal amount of \$200,000.00 (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The amount of principal obligations outstanding and evidenced by the Loan Documents and secured by this Mortgage total \$200,000.00 as of the date of this Mortgage but this Mortgage shall

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## EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Purchase Money Mortgage. To the extent all or any part of the Obligations secured by this 5.17 Mortgage were used in whole or in part to fund the acquisition of all or any part of the Property, this Mortgage shall be a "purchase money mortgage" within the meaning of 42 Pa. C.S.A. Sec. 8141 and shall be accorded the lien priority provided for therein.

EXECUTED under seal as of the date first above written.

Witness:

Mortgagor:

Stillwater Lakes Civic Association, Inc.

Maria Alexana

By: Alavid Weinstein
Name:
Title: Pres.

The address of the within named Bank is:

525 William Penn Place Pittsburgh, Pennsylvania 15219-1724

Citizens Bank of Pennsylvania

Name: <u>MARK\_RANZAN</u>
Title: <u>VICE\_PRESIDENT</u>

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