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

COUNTY NATIONAL BANK,	:	No. 2000-73-CD
Plaintiff	:	Type of Case: **FORECLOSURE**
vs.	:	
PATRICK M. DAVIS a/k/a PATRICK MARTIN DAVIS Defendant	:	Type of Pleading: **COMPLAINT**
	:	
	:	Filed On Behalf of: **PLAINTIFF**
	:	
	:	Counsel of Record for this Party:
	:	Peter F. Smith Supreme Court ID #34291 P.O. Box 130 30 South Second Street Clearfield, PA 16830 (814) 765-5595
	:	
	:	
	:	

FILED

JAN 20 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK Plaintiff	:	
vs.	:	No. 2000-
PATRICK M. DAVIS a/k/a PATRICK MARTIN DAVIS Defendant	:	

COMPLAINT TO FORECLOSE MORTGAGE

COMES NOW, COUNTY NATIONAL BANK, by its attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 1147, pleads:

1. The Plaintiff is COUNTY NATIONAL BANK, a National banking institution, with principal offices at One South Second Street, Clearfield, PA 16830 (hereinafter "CNB").

2. The name of the Defendant is PATRICK M. DAVIS a/k/a PATRICK MARTIN DAVIS whose last known address is 8504 Arrowhead Drive, Bayonet Point, FL 34667-2563 (hereinafter "Mr. Davis").

3. The real estate subject to this action has an address of R.D. 3, Box 271-1/2 Clearfield, Pennsylvania, and is further identified by Clearfield County Tax Map #123-K8-133. The premises are more particularly bounded and described as follows:

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

> BEGINNING at a point, being the northeast corner of teh lot herein described and being the southeast corner of the lot of John James Davis, et ux., said point also being South 26° 53′ 49" West a distance of 158.68 feet from an existing 7" x 9" stone buried in Township Road T-591, also known as Owens Road; thence South 26° 53′ 49" West 150 feet to an iron pin; thence North 72° 58′ 30" West a distance of 115.88 feet to a point; thence North 26° 53′ 49" East 150 feet to the southwest corner of lot of John James Davis, et ux.; thence along the line of land of John James Davis, et ux., South 72° 58′ 30" East 115.88 feet to a point and place of beginning.

BEING the same premises conveyed to Patrick M. Davis a/k/a Patrick Martin Davis by deed dated June 2, 1995, recorded in Clearfield County Record Volume 1680, Page 421.

4. Defendant mortgaged the premises to County National Bank, Plaintiff, by mortgage and note dated June 11, 1997, for a principal debt of $8,910.54, together with interest at 10.75% per annum to be repaid in monthly installments of $122.00. Said mortgage was recorded in Clearfield County Record Book 1849, Page 374. True and correct copies of said mortgage and note are attached hereto and incorporated herein by reference as Exhibits A and B.

5. Plaintiff has not assigned this mortgage.

6. No judgment has been entered in any jurisdiction upon this mortgage or the underlying obligation to pay the note.

7. Defendant is entitled to no credits or set-offs.

8. On or about September 13, 1999, Defendant failed to make a partial payment of 52.00 and the full monthly payments $122.00 for the months of October 1999 through January 2000, and at no time since then have all monthly payments been made which constitutes a default.

9. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of $498.00 as of January 10, 2000.

10. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.

THIS MORTGAGE made this eleventh day of June, 19 97, between Patrick M. Davis residing at: 100 64th St. South, St. Petersburg, FL 33707 (hereinafter, whether one or more, called "Mortgagor") and COUNTY NATIONAL BANK, a national banking association (hereinafter called "Mortgagee")

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of eight thousand, nine hundred ten and fifty four cents---------- Dollars ($ 8,910.54), and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

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

All that certain lot or piece of ground, with all buildings and improvements thereon erected, and all appurtenances, situate and known as: RR 3, Box 271½, Clearfield, PA in the ~~City/Borough~~/Township of Lawrence, County of Clearfield, Pennsylvania, more fully described in the Deed by which title vested in the Mortgagor, which is recorded in said County in Record Volume No. 1680, page 421, the description in which is hereby incorporated herein by reference; TOGETHER with the reversions, remainders, rents, issues and profits thereof, TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidenced and secured, and such loans and advances shall be added to the principal debt, but at no time shall the principal debt secured by this Mortgage, not including sums advanced hereunder to protect the security, exceed the original amount of principal debt; (2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the Mortgaged premises, (b) pay all ground rents reserved from the Mortgaged premises and pay all amounts as they become due under the terms of any prior Mortgage encumbering said premises, (c) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the Mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (d) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee; (3) in the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured thereby, and collect the same as part of said principal debt.

Mortgagor(s) expressly warrant(s) that he is/~~are~~ the lawful owner(s) of a fee simple estate in the premises described above and has/~~have~~ the right to grant this Mortgage. Breach of this warranty shall constitute default hereunder.

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

DUE-ON-SALE or NON-ASSUMABILITY: Upon the sale or transfer of the premises described herein, or any part thereof, the whole of said principal sum, interest thereon to date and a satisfaction fee of $5.00 shall become immediately due and payable after thirty days written notice by the Mortgagee unless waived by the prior written consent of the Mortgagee. The following shall be expressly excepted and excluded from the effect of this clause: (a) The creation of a lien or encumbrance subordinate to this Mortgage, (b) The creation of a purchase money security interest for household appliances, (c) A transfer by devised, descent or by operation of the law upon the death of a joint tenant or a tenant by the entireties or, (d) The grant of any leasehold interest of three years or less or containing an option to purchase.

If default shall be made in the payment of any installment of principal and interest as aforesaid for the space of ten (10) days after it shall fall due, or in the performance of any of the covenants, agreements or conditions contained in this Mortgage or the Note, then the entire unpaid balance of said principal with interest accrued thereon at the rate specified in the Note, and all other sums due by Mortgagor(s) hereunder or thereunder, shall at the option of Mortgagee, and after thirty (30) days written notice to the Mortgagor become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of eight per cent (8%) of the total indebtedness or $50, whichever is the larger amount.

The covenants, conditions and agreements contained in this Mortgage and incorporated herein shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof on the day and year first above written.

Witnessed By:

..... (SEAL)

..... (SEAL)

Commonwealth of Pennsylvania
ss:
County of Clearfield

On this, the 11th day of June, 19 97, before me, a Notary Public the undersigned officer, personally appeared Patrick M. Davis, satisfactorily proven to me to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

BRIAN P. SOLTYS, Notary Public
Lawrence Twp., Clearfield Co., PA
My Commission Expires March 20, 2000

My Commission Expires: Notary Public

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 9:10 A 6-16-97
BY CNB
FEES 13.57
Karen L. Starck, Recorder

MORTGAGE

FROM
Patrick M. Davis

TO
COUNTY NATIONAL BANK
Clearfield, Pa.

Return to:
COUNTY NATIONAL BANK

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

Karen L. Starck
Recorder of Deeds

I do hereby certify that the precise residence and complete post office address of the within named Mortgagee is Corner Second and Market Sts., Post Office Box 42, Clearfield, Pa. 16830.

for COUNTY NATIONAL BANK

Entered of Record June 16 1997, 9:10 A Karen L. Starck, Recorder

CNB
COUNTY NATIONAL BANK
CLEARFIELD, PA

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

Patrick M. Davis
100 64th St S.
St Petersburg FL 33707

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above, jointly and severally.

Loan Number 325944 #4
Date 6-11-97
Maturity Date
Loan Amount $ 7628.38
Renewal Of

TERMS FOLLOWING A ☒ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you or your order at your address above, the principal sum of: Eighty nine hundred ten and 54/100 Dollars $ 8910.54, plus interest from 6-13-97 at the rate of 10.75 % per year until 6-28-2007.

☐ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of $ _____, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due: _____

Principal due: _____

(b) ☒ This note has 120 payments. The first payment will be in the amount of $ 122.00 and will be due 7-28-97. A payment of $ 122.00 will be due on the 28th day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 6-28-2007.

INTEREST - Interest accrues on an actual 365/366 day basis.

☐ MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of $ N/A if I pay this loan off before you have earned that much in finance charges.

☒ LATE CHARGE - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 10 % of the unpaid amount, or $ 20.00, whichever is greater.

☐ RETURNED CHECK CHARGE - I agree to pay a fee of $ N/A for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☒ POST-MATURITY INTEREST - Interest will accrue at the rate of 12.75 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS - pay CNB mtg & credit cards

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☒ is ☐ is not further secured.

(a) ☒ This loan is secured by a mortgage, dated 6-11-97.

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for _____ purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
10.750 %	$ 5729.46	$ 8910.54	$ 14640.00	☐ YES - I want an itemization. ☒ NO - I do not want an itemization.

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
120	$ 122.00	monthly beginning 7-28-97
	$	
	$	
	$	

"e" means an estimate.
$ 18.50 Filing Fees
$ _____ Nonfiling Insurance

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security - I am giving a security interest in:
☒ (brief description of other property) lot in Haw. Twp.
☒ The goods or property being purchased.
☒ collateral securing other loans with you may also secure this loan.
☒ my deposit accounts and other rights to the payment of money from you.

☐ Required Deposit - The annual percentage rate does not take into account my required deposit.

Prepayment - If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.
☐ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

☒ Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 10 % of the unpaid amount, or $ 20.00, whichever is greater.

☒ Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.
I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance on page 2.

Type	Premium	Term
Credit Life	425.02	120
Credit Disability	857.14	120
Joint Credit Life		

Name of Insurer US Credit Life

I ☒ do ☐ do not want credit life insurance.
I ☒ do ☐ do not want credit disability insurance.
I ☐ do ☐ do not want joint credit life insurance.
I ☐ do ☐ do not want _____ insurance.

X [signature] DOB 5-9-60
X DOB

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ _____ for _____ of coverage.

(Optional)
Signed [signature] For Lender
Title

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	$ -00-
CNB USE ONLY FOR MTG AMOUNT PAID ON MY (LOAN) ACCOUNT # 325941 #3	$ 2107.23 $ 5477.65
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	$ 1282.16
to Public Officials	$
CNB Lien Search	$ 25.00
R & R	$ 13.50
R & R	$ 500
(less) PREPAID FINANCE CHARGE(S)	$
Amount Financed	$ 8910.54

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.
COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature [signature]

Signature

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

USURY - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCRUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:

(a) If this loan is payable on demand, on the date you make demand for payment;
(b) If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
(c) On the date of the last scheduled payment of principal; or
(d) On the date you accelerate the due date of this loan (demand immediate payment).

ADVANCE PROCEDURE AND MEANS - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

(a) I fail to make a payment in full when due;
(b) I die, am declared incompetent, or become insolvent;
(c) I fail to keep any promise I have made in connection with this loan;
(d) I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
(e) I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
(f) Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
(g) The Property is damaged, destroyed or stolen;
(h) I fail to provide any additional security that you may require;
(i) Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
(j) Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

(a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
(b) Use the right of set-off as explained below;
(c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
(d) Make a claim for any and all insurance benefits or refunds that may be available on my default;
(e) Use any remedy you have under state or federal law; and
(f) Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(a) Any deposit account balance I have with you;
(b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
(c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NOTICE OF PROPOSED INSURANCE - I take notice that group credit life insurance and/or group credit accident and health insurance coverage will be applicable to this contract if so marked on page 1 of this contract and each type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to me a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form NDaS-SI-PA 1/31/95

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a Purchase Money Security interest arising under this security agreement:

(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
(b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the Purchase Money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate disclosed on page 1 until paid in full;
(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME _____

X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

_____ _____

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

CHRISTOPHER N. NORRIS, being duly sworn according to law, deposes and says that he is the Collections Officer for COUNTY NATIONAL BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 18TH
day of January, 2000.

Tammy C. Wagner
Notary Public

Notarial Seal
Tammy C. Wagner, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 27 2000
Member, Pennsylvania Association of Notaries

FILED

JAN 20 2000

01:30 atty Smith

William A. Shaw

Prothonotary

pd

$80.00

2cc atty Smith

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK 00-73-CD
VS
DAVIS, PATRICK M. A/K/A

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW JANUARY 24, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PATRICK M. DAVIS A/K/A PATRICK MARTIN DAVIS, DEFENDANT BY CERTIFIED MAIL # Z 596 719 019 AT 8504 ARROWHEAD DRIVE, BAYONET POINT, FL. 34667-2563 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN. THE LETTER WAS SENT MARKED "ADDRESSEE ONLY".

24.28 SHFF. HAWKINS PAID BY: PLFF.
8.00 SURCHARGE PAID BY: PLFF.
2.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

2nd DAY OF February 2000

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Hess

CHESTER A. HAWKINS
SHERIFF

FILED

FEB 02 2000
01:11:25
William A. Shaw
Prothonotary

Z 596 719 019

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail *(See reverse)*

Sent to PATRICK M. DAVIS a/k/a PATRICK MARTIN DAVIS	
Street, Apt. No., or PO Box No. 8504 Arrowhead Drive	
Post Office, State, & ZIP Code Bayonet Point, FL. 34667-2563	
Postage	$ .55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	.275
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	$ 5.95
Postmark or Date	

PS Form 3800, April 1995

CLERK U.S. DISTRICT COURT 1682

ADDRESSEE ONLY

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services *(See front)*.

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier *(no extra charge)*.

2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.

3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.

4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.

5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

6. Save this receipt and present it if you make an inquiry. 102595-98-B-P005

PS Form **3800**, April 1995 *(Reverse)*

C-9167

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☒ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

PATRICK M. DAVIS a/k/a PATRICK MARTIN DAVIS
8504 Arrowhead Drive
Bayonet Point, FL. 34667-2563

4a. Article Number

Z 596 719 019

4b. Service Type

☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

1/24/00

5. Received By: *(Print Name)* PATRICK DAVIS

6. Signature: *(Addressee or Agent)* X Patrick Davis

8. Addressee's Address *(Only if requested and fee is paid)* SAME AS #3

PS Form **3811**, December 1994 102595-98-B-0229 Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

...vice.

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Print your name, address, and ZIP Code in this box

TAMPA, FL 336
PM
2000

USPS
JAN 21 2000
HILLSBORO FL 34667

CHESTER A HAWKINS
SHeriff of Clearfield County
1 N. 2nd ST. Suite 116
Clearfield, Pa. 16830

C.9167

PETER F. SMITH
ATTORNEY
CLEARFIELD, PA. 16830
814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

113

COUNTY NATIONAL BANK
Plaintiff

vs.

76

PATRICK M. DAVIS
a/k/a PATRICK MARTIN DAVIS
Defendant

No. 2000-73-CD

PRAECIPE

TO: William A. Shaw, Prothonotary

Dear Sir:

The Defendant has exercised his statutory right to cure his default.

Therefore, I appear for the Plaintiff and request that this matter be marked DISCONTINUED. Any refund of costs should be sent to my attention.

Respectfully submitted,

Date: February 18, 2000

Peter F. Smith
Attorney for Plaintiff

FILED

FEB 22 2000

William A. Shaw
Prothonotary

FILED

FEB 22 2000
012:37 atty Smith - Copy Cert. Disc
William A. Shaw
Prothonotary
& Copy to CA

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

COUNTY NATIONAL BANK

Plaintiff(s)

vs. No. 00-73-CD

PATRICK M. DAVIS a/k/a PATRICK MARTIN DAVIS,

Defendant(s)

CERTIFICATE OF DISCONTINUANCE

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

I, WILLIAM A. SHAW, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 22nd of February A.D. 20 00, marked:

DISCONTINUED.

Record costs in the sum of $114.28 have been paid in full by

Peter F. Smith, Esquire

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of February, A.D. 20 00.

Prothonotary