

00-202-CD
COUNTY NATIONAL BANK -vs- TERRY E. GLASGOW et al

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

③ COUNTY NATIONAL BANK, : No. 00-202-CD
Plaintiff : Type of Case:
vs. : CIVIL
④ TERRY E. GLASGOW and : Type of Pleading:
⑤ ANNA MAE GLASGOW : COMPLAINT
Defendants : Filed on Behalf of:
: PLAINTIFF
: Counsel for Plaintiff:
: Peter F. Smith
: Supreme Court I.D. No. 34291
: P.O. Box 130
: 30 South Second Street
: Clearfield, PA 16830
: (814) 765-5595

FILED

FEB 17 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 00- -CD
: :
TERRY E. GLASGOW and :
ANNA MAE GLASGOW :
Defendants :
:

COMPLAINT

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

1. The name of the Plaintiff is COUNTY NATIONAL BANK, a national banking institution, with its principal office at One South Second Street, P.O. Box 42, Clearfield, Pennsylvania, 16830.

2. The name of the first Defendant is TERRY E. GLASGOW whose last known address is P.O. Box 48, Smithmill, Pennsylvania, 16680.

3. The name of the second Defendant is ANNA MAE GLASGOW whose last known address is P.O. Box 48, Smithmill, Pennsylvania, 16680.

4. The real estate subject to this action is known as P.O. Box 48, Smithmill, Pennsylvania, 16680. The real estate is more particularly described as follows:

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

BEGINNING at a post located on land now or formerly of Alcide Lefebvre; thence South twenty-six (26°) degrees seventeen (17') minutes West fifty-three and three-tenths (53.3) feet; thence South fifty-eight (58°) degrees thirty-nine (39') minutes East one hundred fifty (150) feet to a post; thence thirty-one (31°) degrees twenty-one (21') minutes East fifty-three and five tenths (53.5)

feet to a post; thence North fifty-eight (58°) degrees thirty-nine (39') minutes West one hundred fifty (150) feet to the place of beginning and being situate near the Village of Janesville, Smithmill Post Office.

BEING the same premises conveyed unto Terry E. and Anna Mae Glasgow, husband and wife, by deed recorded in Clearfield County Record Volume 822 at Page 448.

5. On November 20, 1981, the Defendants executed a Mortgage in favor of County National Bank with principal amount of \$18,000.00. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference and marked Exhibit A.

6. The Defendants also executed a Note dated November 20, 1981, in favor of County National Bank, and promised to repay it in equal monthly installments of \$239.71 together with interest of 14.00% per annum. A true and correct copy of both sides of said note are attached hereto and incorporated herein by reference and marked Exhibit B.

7. The Defendants executed a Mortgage Extension Agreement dated December 7, 1989, for the sole purpose of extending the original maturity date of November 25, 1996, to December 10, 2001. A true and correct copy of both sides of said Agreement are attached hereto and incorporated herein by reference and marked as Exhibit C.

8. No judgment has been entered in any jurisdiction upon this note.

9. Defendants have failed to make the monthly payments from October 1999 to present, and the delinquent payments currently total \$1,018.00.

10. Failure to make the monthly payments constitutes a default under the note which entitles CNB to accelerate the remaining balance.

11. Written and oral demand has been made upon the Defendants to cure their default under the mortgage, but they have failed to do so.

12. The mortgage entitles CNB to collect its attorney fees and court costs from Defendants as part of CNB's damages in this action.

13. The exact amounts due under said note and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of January 10, 2000, are as follows:

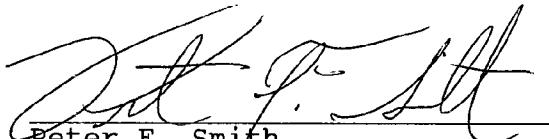
a)	Balance	\$4,861.09
b)	Late Charge	\$ 204.08
b)	Interest Due to 1/10/00	\$ 212.67
c)	Interest accruing after 1/10/00 at \$1.4178179 per day (to be added)	\$ _____
d)	Costs of suit (to be added)	\$ _____
e)	Attorney's fees	\$ _____
	PRELIMINARY TOTAL	\$5,277.84
	FINAL TOTAL	\$ _____

14. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., counsel for Plaintiff sent letters to the Defendants by Certified Mail on January 11, 2000, at their last known address advising them of their default and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein as Exhibit D.

15. Defendants failed to exercise their rights under said Acts referred to above within the required time period.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendants in the amount set forth in Paragraph 13 above.

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Dated: 2/16/00

Mortgage

Made this 20th day of November in the year one thousand nine hundred and eighty-one (1981).

Between TERRY E. GLASGOW and ANNA MAE

GLASGOW, his wife, of Box 26, Morann, Gulich Township, Clearfield County, Pennsylvania 16663,

(hereinafter called Mortgagor), of the one part, and the COUNTY NATIONAL BANK, a National Banking association, organized and existing under the laws of the United States of America, with its principal office and place of business in the Borough of Clearfield, County of Clearfield, State of Pennsylvania, (hereinafter called Mortgagee) of the other part,

Whereas, Mortgagor stands bound unto Mortgagee, by a certain Bond of even date herewith, conditioned for the payment of the principal sum of Eighteen Thousand and 00/100 Dollars (\$ 18,000.00) with interest thereon at the rate of fourteen per cent (14 %) per annum, said principal and interest to be paid within fifteen years from the date hereof in monthly installments of Two Hundred Thirty-Nine and 71/100 Dollars (\$ 239.71) each, commencing on the ~~25th~~ day of ~~December~~, 1981 and continuing on the same day of each month thereafter, provided that unless sooner paid the principal and interest shall be paid on the ~~25th~~ day of ~~November~~, 1996, part of each such installment payment to be applied to the interest then due on the unpaid balance of said principal sum and the balance thereof to be applied in reduction of said principal sum, and upon the performance of all the terms, covenants and conditions therein contained, all of which are incorporated herein by reference; furthermore the mortgagor agrees specifically that the mortgagee may, at its option at any time during the term of this mortgage, charge an amount as a premium not exceeding 1% of the unpaid balance of this obligation per annum. In the event mortgagee chooses to charge this premium, it may do so without any further notice to the mortgagor.

And Whereas, in the event the Mortgagee shall make further loans to the Mortgagor the same with interest shall be secured hereby.

Now This Mortgage Witnesseth, That in consideration of the aforesaid principal sum and as security for the payment thereof with interest, as aforesaid, and for the further securing of such sums as the Mortgagee may from time to time advance unto the Mortgagor(s) together with all other sums recoverable by Mortgagee under the terms of said Bond and of this Mortgage, Mortgagor does hereby grant and convey unto Mortgagee:

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

BEGINNING at a post located on land now or formerly of Alcide Lefebvre; thence South twenty-six (26°) degrees seventeen (17') minutes West fifty-three and three-tenths (53.3) feet; thence South fifty-eight (58°) degrees thirty-nine (39') minutes East one hundred fifty (150) feet to a post; thence thirty-one (31°) degrees twenty-one (21') minutes East fifty-three and five-tenths (53.5) feet to a post; thence North fifty-eight (58°) degrees thirty-nine (39') minutes West one hundred fifty (150) feet to the place of beginning and being situate near the Village of Janesville, Smithmill Post Office.

BEING the same premises which Stalko Gudzan and Anna Gudzan, his wife, by their deed dated concurrent herewith and intending to be recorded concurrently herewith in the Recorder of Deeds Office of Clearfield County, Pennsylvania, granted and conveyed to Terry E. Glasgow and Anna Mae Glasgow, his wife, Mortgagors herein.

Together with all and singular the present and future buildings, additions and improvements as well as any and all fixtures, appliances and equipment of any nature whatsoever now or hereafter installed in or upon said premises, streets, alleys, passages, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise, appertaining, and the reversions and remainders, rents, issues and profits thereof, now hereafter accruing. 'It is specifically understood and agreed that this Mortgage covers all personal property of any nature or kind, which is owned by the Mortgagors, and located in the premises in question at any time.'

To Have And To Hold said premises, property and hereditaments, hereby granted or mentioned and intended so to be, with the appurtenances, unto Mortgagee, to its own use forever, in fee.

I. When said principal sum or any unpaid balance thereof shall become due and payable, or in case default shall be made in the payment of any installment of principal or interest, or principal and interest, for the space of ten days after the same shall fall due in accordance with the provisions of said Bond, or in the performance of any of the covenants or conditions contained in said Bond or in this Mortgage, then Mortgagee may forthwith and without further delay:

(a) institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement hereof and realization on the within mortgage security as the law may allow, and may proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rate of six per cent per annum, together with all other sums due by Mortgagor in accordance with the provisions hereof and of said Bond, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, insurance, or repairs to the mortgaged property, all costs of suit together with interest at six per cent per annum on any judgment obtained by Mortgagee from and after the date of any Sheriff's Sale until actual payment is made by the Sheriff of the full amount due Mortgagee, and an attorney's commission for collection which shall be eight per cent of the total of the foregoing sums, or \$ [redacted] whichever sum be the larger, without further stay, any law, usage or custom to the contrary notwithstanding;

(b) enter into possession of the mortgaged property, with or without legal action, and by force if necessary; lease the property to others, collect all rentals therefrom and, after deducting all costs of collection and administration expense, apply the net rentals to the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the mortgaged property, or on account, and in reduction of the principal or interest, or principal and interest, hereby

secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect; and for said purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases of the mortgaged property whether now existing or hereafter created, as well as all rights and remedies provided in such lease or leases for the collection of said rents; and Mortgagor hereby authorizes and empowers any attorney of any Court of Record of the Court of Common Pleas at Clearfield, Pennsylvania, or any attorney or attorneys of the said Court or any other Court there or elsewhere, to appear for Mortgagor and as attorney for Mortgagor to sign an agreement for entering an amicable action of ejection for possession of the mortgaged property, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a Writ of Possession may immediately issue for the possession of the mortgaged property, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

(c) charge a late charge to cover additional expense incurred by the mortgagee in handling delinquent payment. Such late charge not to exceed 5¢ for each dollar of principal, interest, and other sum required to be paid monthly or deposited pursuant to the note or this mortgage, or \$5.00, whichever is less, after such required payment is 15 days past due.

II. The remedies of Mortgagee as provided herein, or in said Bond, and the warrants herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

III. Mortgagor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage, as well as all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the mortgaged property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment.

IV. If Mortgagor pays to Mortgagee said principal sum, and all other sums payable by Mortgagor to Mortgagee and hereby secured, in accordance with the provisions of said Bond and in the manner and at the times therein set forth, without deduction, fraud or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

V. The word "Mortgagee" whenever occurring herein shall be deemed and construed to include the successors and assigns of Mortgagee; and the word "Mortgagor" shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of Mortgagor; and in the event there is more than one party named herein as a Mortgagor, the word "Mortgagor", whenever occurring herein shall be deemed and taken to be the plural, and all the covenants, waivers, warrants, promises and releases by, and obligations or liabilities imposed upon Mortgagor, shall bind them jointly and severally and its, his, her and their, and each of their respective heirs, personal representatives, successors and assigns.

In Witness Whereof, Mortgagor has executed these presents under seal on the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Terry E. Glasgow 
Terry E. Glasgow 
Anna Mae Glasgow 
Anna Mae Glasgow 



State of Pennsylvania }
County of Clearfield } ss.

On this the 20 day of November 19 81, before me
the undersigned officer, personally appeared, Terry E. Glasgow and Anna Mae Glasgow
his wife, ----- known to me (or satisfactorily proved) to be the person whose
names are subscribed to the within instrument, and acknowledged that they -----
executed the same for the purposes contained therein.

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

Hand and official seal.

Green & Buynak

My Commission Expires July 3, 1982

NOTICE OF EXPIRATION OF COMMISSION
Commission Expires:

I hereby certify that the precise residence of the County National Bank, the Mortgagee herein, is Corner of Market and Second Streets, Borough of Clearfield, County of Clearfield, and State of Pennsylvania.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11/28/93 11-20-81
BY John Sughrue
Fees \$00
THE ATTORNEY AND CLERK'S RECORDS

Entered of Record Nov 2019 81, 11:28 AM Tim Morgan, Recorder

My Commission Expires
First Monday in January 1984

Recorder of Deeds

RECORDED in the Office for Recording of Deeds in and for CLERK'S OFFICE,
County, Pennsylvania, in Mortgage Book No. 382, Page 339
on the 26th day of June, A.D. 1981
Anne Domini 1981

Mortgage

Terry E. Glasgow and Anna Mae Glasgow, his wife, MORTGAGEES

10

**COUNTY NATIONAL BANK
CLEARFIELD, PA.**

KUNTZ UND. CLARKVILLE. 11

John Sughrue
Attorney at Law
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1701

Know all Men by these Presents

THAT Terry E. Glasgow and Anna Mae Glasgow, his wife, of Box 26,
Morann, Gulich Township, Clearfield County, Pennsylvania 16663,

stands bound unto the COUNTY NATIONAL BANK, Clearfield, Pennsylvania (hereinafter called Obligee),
in the principal sum of Eighteen Thousand and 00/100 ----- (hereinafter called Obligor),

----- Dollars (\$ 18,000.00)
lawful money of the United States of America. Dated the 20th day of November in the year
one thousand nine hundred and eighty-one (1981).

The Condition of this Bond is such, That if Obligor shall pay or cause to be paid unto Obligee the aforesaid principal sum, lawful money aforesaid, at the office of Obligee at Clearfield, Pennsylvania, together with interest thereon at the rate of fourteen per cent (14%) per annum, said principal and interest to be paid within fifteen (15) ----- years from the date hereof in monthly installments of Two Hundred Thirty-Nine and 71/100 Dollars (\$ 239.71) each, commencing on the 25th day of December 19 81 and continuing on the same day of each month thereafter, provided that unless sooner paid the principal and interest shall be paid on 25th day of November 19 96, part of each such installment payment to be applied to the interest then due on the unpaid balance of said principal sum and the balance thereof to be applied in reduction of said principal sum.

And also, shall pay any unpaid balance of said principal sum, with interest thereon, at the expiration of the period of years hereinbefore set forth; **And also,** shall promptly pay, with interest, any future loans which may be made by Obligee to Obligor, and any advances which may be made by Obligee in payment of taxes, water or sewer rents, charges, claims, insurance or repairs, as hereinafter provided; **And also,** shall faithfully perform all the covenants, agreements and conditions contained herein, or in the Mortgage of even date herewith granted to secure this obligation;

Then, the within obligation to be void, or else to be and remain in full force and virtue.

I. Until the entire indebtedness represented by this Bond and secured by said Mortgage, including all sums due Obligee under the terms of this Bond and of said Mortgage, with interest, is fully paid, Obligor covenants and agrees:

(a) To pay, within six months after they shall have become a charge upon the mortgaged premises, all taxes, water and sewer rents and all other charges or claims which may be assessed or levied at any time, by any lawful authority, upon the mortgaged property and which by any present or future law shall have priority over said indebtedness, either in lien or in distribution out of the proceeds of any judicial sale; and to produce to Obligee, on or before the First day of December of each and every year, receipts of the current year for the payment of all such taxes, water and sewer rents, charges and claims.

(b) To maintain insurance on the mortgaged property of such kinds, in such amounts, and in such companies as are satisfactory to Obligee; and if said insurance or any part thereof shall expire, or be withdrawn, or become void by breach of any condition thereof by Obligor, or become void or unsafe by reason of the failure, or impairment of the capital of any company in which said insurance may then be, or if for any other reason whatsoever said insurance shall become unsatisfactory to Obligee, to effect new insurance on said property satisfactory to Obligee; and to pay as they shall grow due all premiums for such insurance; and to lodge with Obligee, as further security for said indebtedness, all policies therefor, with loss payable clauses in favor of and acceptable to Obligee attached. In event of loss Obligor will give immediate notice by mail to Obligee, and Obligee may make proof of loss if not made promptly by Obligor. Obligor hereby directs any insurance company concerned to pay directly to Obligee any moneys not in excess of the unpaid balance of said indebtedness which may become payable under such insurance, including return or unearned premiums, such moneys, or any part thereof, to be applied at the option of Obligee to said unpaid balance or to the repair of the property damaged; and Obligor appoints Obligee as attorney in fact to endorse any draft therefor.

(c) To maintain the lands, buildings and premises granted to secure this Bond in good repair, order and conditions; and Obligor will not make, or permit to be made, any alterations, additions or improvements to the said mortgaged lands, buildings and premises without first obtaining the written consent of Obligee, which consent Obligee hereby reserves the right to refuse to grant; nor will the Obligor cut or remove the timber from the premises granted to secure this bond nor will they mine and remove the minerals therefrom without first having obtained the written consent of the Obligee.

II. In the event Obligor should fail to pay said taxes, water and sewer rents, charges and claims, or to maintain said insurance, or to make all necessary repairs to the mortgaged property, all as hereinbefore provided, Obligee may, at Obligee's sole option and without notice to Obligor, advance sums on behalf of Obligor in payment of said taxes, water and sewer rents, charges and claims, insurance and repairs, which repairs Obligor hereby authorizes Obligee to make, without prejudice to the right of enforcement of the obligation of this Bond, or the other remedies of Obligee as hereinafter set forth, by reason of the failure of Obligor to make payment of the same; and all such sums so advanced by Obligee shall be added to and become a part of the within indebtedness, and repayment thereof, with interest thereon at the rate of six per cent per annum from the dates of their respective expenditures, may be enforced by Obligee against Obligor at any time.

III. If default shall be made in the payment of any installment of principal and interest as aforesaid for the space of ten days after it shall fall due, or in the performance of any of the covenants, agreements or conditions contained in this Bond or in said Mortgage, then the entire unpaid balance of said principal sum, with interest accrued thereon at the rate of six per cent per annum, and all other sum due by Obligor hereunder or thereunder, shall at the option of Obligee and without notice to Obligor become due and payable immediately, anything herein to the contrary notwithstanding; and payment of the same may be enforced and recovered in whole or in part at any time by the entry of judgment on this Bond, and the issuance of execution thereon upon any real or personal property of Obligor; and in such case Obligee may also recover all costs of suit and other expenses in connection therewith, together with an attorney's commission for collection of eight per cent of said total indebtedness.

IV. Obligor agrees to pay a late charge to cover additional expense incurred by the Mortgagee in handling delinquent payment. Such late charge not to exceed 5c for each dollar of principal, interest, and other sum required to be paid monthly or deposited pursuant to the note or this Mortgage, or \$5.00, whichever is less after such required payment is 15 days past due.

V. Obligor hereby authorizes and empowers any attorney of any Court of Record of the Court of Common Pleas at Clearfield, Pennsylvania, or any other attorney or attorneys of the said Court, or any other Court there or elsewhere, or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear for Obligor, in such Court in an appropriate action there or elsewhere brought or to be brought against Obligor at the suit of Obligee on this obligation, with or without declaration filed, as of any term or time there or elsewhere to be held, and therein to confess and enter judgment against Obligor for a penal sum which shall be double the amount of the aforesaid principal sum of this Bond, with costs of suit; and for so doing this Bond or a copy hereof verified by affidavit shall be a sufficient warrant.

VI. The remedies of Obligee as provided herein, or in said Mortgage, and the warrants herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Obligee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

VII. Obligor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Obligee under this Bond, as well as all benefit that might accrue to Obligor by virtue of any present or future laws exempting the mortgaged property, or any other property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment, and agrees that such real estate may be sold upon any such writ in whole or in part in any order desired by Obligee.

VIII. The word "Obligee" whenever occurring herein shall be deemed to include the successors and assigns of Obligee; and the word "Obligor" shall be deemed and construed to include the respective heirs, executors, administrators, successors and assigns of Obligor; and in the event there is more than one party named herein as an Obligor, the word "Obligor" whenever occurring herein shall be deemed and taken to be the plural, and all the covenants, waivers, warrants, promises and releases by, and obligations or liabilities imposed upon Obligor, shall bind them jointly and severally and its, his, her, and their, and each of their respective heirs, administrators, executors, successors and assigns.

In Witness Whereof, Obligor has executed these presents under seal on the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

W. H. Glasgow

Terry E. Glasgow
Terry E. Glasgow

SEAL

Anna Mae Glasgow
Anna Mae Glasgow

SEAL

SEAL

SEAL

Witnesses

Bond and Warrant

Terry E. Glasgow and Anna
Mae Glasgow, his wife,
MORTGAGORS

To

COUNTY NATIONAL BANK
CLEARFIELD, PA.

For \$ 18,000.00

MORTGAGE

EXTENSION

AGREEMENT

MORTGAGE

Terry E. Glasgow
Alice Mae Glasgow
Southville, Pa. 16680

Recorded at Clearfield, Pa.
In Mortgage Book 322 Page 339
Dated Nov. 20, 1981
Original Amount \$ 18,000.00
Interest From Nov. 20, 1981
At 14%

TO

COUNTY NATIONAL BANK

AND NOW Dec. 7, 1989, the above identified mortgage having been reduced from \$18,000.00 to \$14,117.79 and interest paid to May 25, 1989, the mortgagee agrees that the unpaid balance of said bond and mortgage is now increased to Fifteen Thousand
Eight Hundred Ten 91 Dollars (\$15,610.91)
together with interest thereon at the rate of Ten 1/2 (10.5%)
per annum, which may be paid as follows: One Hundred Ninety
One 10 Dollars (\$191.10)
per month beginning Jan. 10, 1990, all payments to be applied first to interest and the balance to principal, the entire balance to be paid Dec. 10, 2001)

All the terms, conditions, stipulations and prohibitions contained in the said bond and mortgage shall remain in full force and effect. In addition to these terms, conditions, stipulations and prohibitions, it is further understood and agreed that 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 devise, 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 in containing an option to purchase.

It is distinctly understood and agreed that if at any time the mortgagors default in their payments hereunder, the original mortgage in all its terms covenants and conditions, including original payments, shall automatically become in force and virtue and effect, and this consent to accept reduced payments shall automatically and forthwith become null and void the same as if it were never executed.

This agreement is to extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year aforesaid.

Terry E. Glasgow (SEAL)

Alice Mae Glasgow (SEAL)

..... (SEAL)

Attest

W. B. Morgan, Jr. W. B. Morgan, U.P.

COUNTY NATIONAL BANK

ACT 6 / ACT 91 NOTICE
January 11, 2000

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDA EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "Homeowner's Emergency Mortgage Assistance Program" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): **Terry E. Glasgow**
Anna Mae Glasgow

PROPERTY ADDRESS: **P.O. Box 48**
Smithmill, PA 16680

LOAN ACCT. NO.: **1104318-1**

ORIGINAL LENDER: **County National Bank**

CURRENT LENDER/SERVICE: **County National Bank**

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: P.O. Box 48
Smithmill, PA 16680

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

September 1999 - \$143.48
October 1999 - \$203.48
November 1999 - \$203.48
December 1999 - \$203.48
January 2000 - \$203.48

Other Charges (explain/itemize):
Late Charges - \$204.08

TOTAL AMOUNT PAST DUE: \$1,161.48

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,161.48, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

County National Bank
One South Second Street
P.O. Box 42
Clearfield, PA 16830

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

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

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

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

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

HOW TO CONTACT THE LENDER:

County National Bank
One South Second Street
Clearfield, PA 16830
(814) 765-9621

Contact Person: Christopher N. Norris, Collection Officer

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

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

YOU MAY ALSO HAVE THE RIGHT:

- * TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- * TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- * TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- * TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- * TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.

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

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX # (412) 465-5118

Consumer Credit Counseling Services of Western PA, Inc.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100

Is your RETURN ADDRESS completed on the reverse side?	SENDER: <ul style="list-style-type: none"> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> 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): <ul style="list-style-type: none"> <input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
	3. Article Addressed to:		
	TERRY E. GLASGOW P.O. Box 48 Smithmill, PA 16680		
	4a. Article Number		
	Z 596 720 652		
	4b. Service Type		
	<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD		
	7. Date of Delivery		
	1-14-00		
5. Received By: (Print Name)		8. Addressee's Address (Only if requested and fee is paid)	
<u>ANNA MAE GLASGOW</u>			
6. Signature: (Addressee or Agent)			
<u>ANNA MAE GLASGOW</u>			
PS Form 3811, December 1994		102595-98-B-0229 Domestic Return Receipt	

Thank you for using Return Receipt Service.

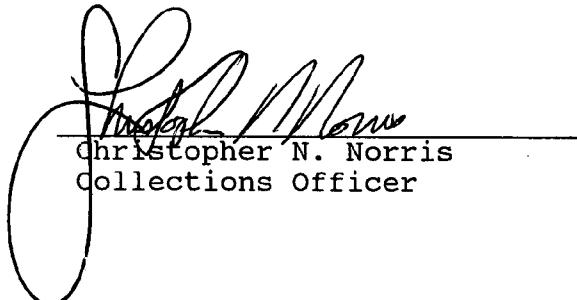
Is your RETURN ADDRESS completed on the reverse side?	SENDER: <ul style="list-style-type: none"> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> 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): <ul style="list-style-type: none"> <input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
	3. Article Addressed to:		
	ANNA MAE GLASGOW P.O. Box 48 Smithmill, PA 16680		
	4a. Article Number		
	Z 596 720 653		
	4b. Service Type		
	<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD		
	7. Date of Delivery		
	1-14-00		
5. Received By: (Print Name)		8. Addressee's Address (Only if requested and fee is paid)	
<u>ANNA MAE GLASGOW</u>			
6. Signature: (Addressee or Agent)			
<u>ANNA MAE GLASGOW</u>			
PS Form 3811, December 1994		102595-98-B-0229 Domestic Return Receipt	

Thank you for using Return Receipt Service.

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

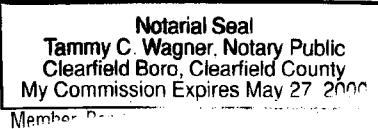
CHRISTOPHER N. NORRIS, being duly sworn according to law, deposes and says that he is the Collections Officer for COUNTY NATIONAL BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge,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



Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 15th
day of February, 2000.

Tammy C. Wagner
Notary Public



FILED

FEB 17 2000

WILLIAM A. SHAW
PROTHONOTARY

ALICE SMITH, PC \$80.00

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

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK
VS
GLASGOW, TERRY E.

00-202-CD

COMPLAINT

SHERIFF RETURNS

NOW MARCH 6, 2000 AT 8:55 AM EST SERVED THE WITHIN COMPLAINT
ON ANNA MAE GLASGOW, DEFENDANT AT RESIDENCE P.O. BOX 48,
SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
ANNA MAE GLASGOW A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW MARCH 6, 2000 AT 8:55 AM EST SERVED THE WITHIN COMPLAINT
ON TERRY E. GLASGOW, DEFENDANT AT RESIDENCE P.O. BOX 48,
SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
ANNA MAE GLASGOW, WIFE A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS
THEREOF.

SERVED BY: DAVIS/MORCILLO

38.89 SHFF. HAWKINS PAID BY: PLFF
20.00 SURCHARGE PAID BY: PLFF

SWORN TO BEFORE ME THIS

14th DAY OF May 2000
William L. Brown

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

SO ANSWERS.

SO ANSWERS,
Chester A. Hawkins
by Marilyn Harr

CHESTER A. HAWKINS
SHERIFF

FILED

MAR 14 2000
012:47 p.m.
William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK :
Plaintiff :
vs. :
No. 00-202-CD
TERRY E. GLASGOW and :
ANNA MAE GLASGOW :
Defendants :

PRAECIPE TO ENTER DEFAULT JUDGMENT

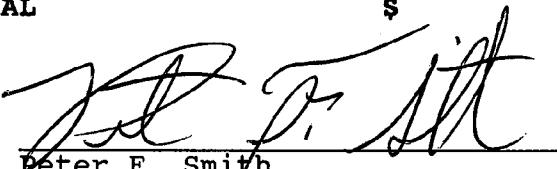
To: William A. Shaw, Prothonotary

Dear Sir:

1. More than 20 days have elapsed since service on Defendants and they have failed to file a responsive pleading.
2. Plaintiff's counsel sent the notice required by PA R.C.P. 237.1, to the Defendants more than 10 days ago, and Defendants have not filed a responsive pleading.
3. A true and correct copy of said Rule 237.1 notice is attached hereto and incorporated herein by reference.
4. Please enter judgment in favor of the Plaintiff and against the Defendants as follows:

a)	Balance	\$4,861.09
b)	Late Charge	\$ 204.08
c)	Interest Due to 1/10/00	\$ 212.67
d)	Interest accruing after 1/10/00 at \$1.4178179 per day (to be added)	
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____

PRELIMINARY TOTAL	\$ 5,277.84
FINAL TOTAL	\$



Peter F. Smith

Attorney for Plaintiff

Date: 7-7-00

FILED

JUL 07 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 00-202-CD
	:	
TERRY E. GLASGOW and	:	
ANNA MAE GLASGOW	:	
Defendants	:	
TO: Terry E. Glasgow		
Anna Mae Glasgow		
P.O. Box 48		
Smithmill, PA 16680		

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON MARCH 30, 2000.

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

Date: March 20, 2000



Peter F. Smith
Attorney for Plaintiff

FILED

Atty Smithhood \$ 20,00

JUL 07 2000

013181 Notice to D. T. Glasgow
William A. Shaw
Prothonotary

Not. to D. A. Glasgow
Statement to Atty Smith

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

COPY

COUNTY NATIONAL BANK :
Plaintiff :
vs. : No. 00-202-CD
TERRY E. GLASGOW and :
ANNA MAE GLASGOW :
Defendants :

Notice is given that a judgment has been entered of record in
Clearfield County against you in the amount of \$5,277.84 plus
interest and costs on July 7, 2000.

Prothonotary

By _____, Deputy

Rule of Civil Procedure No. 236

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

COUNTY NATIONAL BANK,

COPY

Plaintiff(s) No. 00-202-CD

vs.

TERRY E. GLASGOW & ANNA MAE GLASGOW

Defendant(s)

Costs \$ _____

Int. From _____

Entry \$20.00 _____

Instrument DEFAULT JUDGMENT _____

Date of Entry July 7, 2000 _____

Expires July 7, 2005 _____

Certified from the record this 7th day of July, 2000 _____

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20_____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-202-CD
:
TERRY E. GLASGOW and :
ANNA MAE GLASGOW :
Defendants :
:

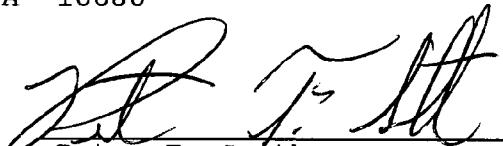
CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for the above Plaintiff, certify
that to the best of my information, knowledge and belief, the
correct name and address of the Plaintiff and the last known name
and address of the Defendants hereto are:

Plaintiff: County National Bank
P.O. Box 42
Clearfield, PA 16830

Defendants: Terry E. Glasgow
Anna Mae Glasgow
P.O. Box 48
Smithmill, PA 16680

Date: 7-7-00


Peter F. Smith
Attorney for Plaintiff

FILED

JUL 07 2000

13:31 pm

William A. Shaw

Prothonotary

EKB

FILED

JUL 07 2000
Q331 Bm NCC
William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK, : No. 00-202-CD
Plaintiff :
vs. :
④ TERRY E. GLASGOW and ⑪ ANNA :
MAE GLASGOW :
Defendants :
:

PRAECIPE FOR WRIT OF EXECUTION

To: William A. Shaw, Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of Clearfield County as follows:

1. Index this Writ against:

Terry E. Glasgow
Anna Mae Glasgow

2. Property owned by the Defendant as follows:

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

BEGINNING at a post located on land now or formerly of Alcide Lefebvre; thence South twenty-six (26°) degrees seventeen (17') minutes West fifty-three and three-tenths (53.3) feet; thence South fifty-eight (58°) degrees thirty-nine (39') minutes East one hundred fifty (150) feet to a post; thence thirty-one (31°) degrees twenty-one (21') minutes East fifty-three and five tenths (53.5) feet to a post; thence North fifty-eight (58°) degrees thirty-nine (39') minutes West one hundred fifty (150) feet to the place of beginning and being situate near the Village of Janesville, Smithmill Post Office.

BEING the same premises conveyed unto Terry E. and Anna Mae Glasgow, husband and wife, by deed recorded in Clearfield County Record Volume 822 at Page 448.

FILED

AUG 17 2000

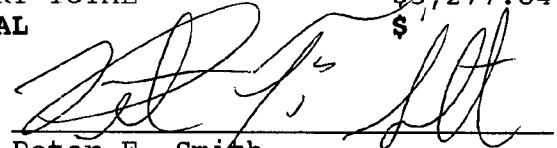
William A. Shaw
Prothonotary

3. Amounts Due:

a)	Balance	\$4,861.09
b)	Late Charge	\$ 204.08
b)	Interest Due to 1/10/00	\$ 212.67
c)	Interest accruing after 1/10/00 at \$1.4178179 per day (to be added)	\$
d)	Costs of suit (to be added)	\$
e)	Attorney's fees	\$

PRELIMINARY TOTAL \$5,277.84
FINAL TOTAL \$

Dated: 8-16-00


Peter F. Smith
Attorney for Plaintiff
30 South Second Street
P.C. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED

AUG 17 2000

011:00/MS
William A. Shaw pp
Prothonotary 20. —

6 wavers to suff

8/21

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

COUNTY NATIONAL BANK,	:	No. 00-202-CD
Plaintiff	:	
	:	
vs.	:	
	:	
TERRY E. GLASGOW and ANNA	:	
MAE GLASGOW	:	
Defendants	:	

WRIT OF EXECUTION
NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of South Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

COUNTY NATIONAL BANK, : No. 00-202-CD
Plaintiff :
: vs. :
: :
TERRY E. GLASGOW and ANNA :
MAE GLASGOW :
Defendants :
:

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's
commission against the Defendant above:

1. You are directed to levy upon the real estate owned by
the Defendants as follows and sell their interest therein:

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

BEGINNING at a post located on land now or formerly of Alcide
Lefebvre; thence South twenty-six (26°) degrees seventeen (17')
minutes West fifty-three and three-tenths (53.3) feet; thence South
fifty-eight (58°) degrees thirty-nine (39') minutes East one
hundred fifty (150) feet to a post; thence thirty-one (31°) degrees
twenty-one (21') minutes East fifty-three and five tenths (53.5)
feet to a post; thence North fifty-eight (58°) degrees thirty-nine
(39') minutes West one hundred fifty (150) feet to the place of
beginning and being situate near the Village of Janesville,
Smithmill Post Office.

BEING the same premises conveyed unto Terry E. and Anna Mae
Glasgow, husband and wife, by deed recorded in Clearfield County
Record Volume 822 at Page 448.

2. Amounts Due:

a) Balance	\$4,861.09
b) Late Charge	\$ 204.08
b) Interest Due to 1/10/00	\$ 212.67
c) Interest accruing after 1/10/00 at \$1.4178179 per day (to be added)	\$ _____
d) Costs of suit (to be added)	\$ _____
e) Attorney's fees	\$ 178.89

PRELIMINARY TOTAL \$5,277.84
FINAL TOTAL \$

By:

Deputy

Prothonotary

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

COUNTY NATIONAL BANK, : No. 00-202-CD
Plaintiff :
: vs.
: :
TERRY E. GLASGOW and ANNA :
MAE GLASGOW :
Defendants :
: CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

(i) Set aside in kind (specify property to be set aside in kind):

(ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: in cash in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption.
Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date:

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of South Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-202-CD
:
TERRY E. GLASGOW and ANNA :
MAE GLASGOW :
Defendants :
:

AFFIDAVIT PURSUANT TO RULE 3129

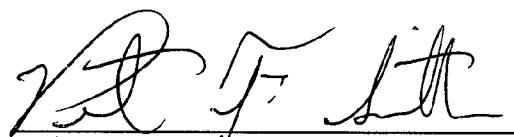
1. Name and address of Plaintiff in the judgment: **FILED**
County National Bank
One South Second Street
P.O. Box 42
Clearfield, PA 16830
AUG 22 2000
William A. Shaw
Prothonotary
2. Name and address of Defendants in judgment:
Terry E. Glasgow
Anna Mae Glasgow
P.O. Box 48
Smithmill, PA 16680
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real estate to be sold:
County National Bank, Plaintiff
P.O. Box 42
Clearfield, PA 16830
4. Name and address of the last recorded holder of every mortgage on record:
County National Bank, Plaintiff
P.O. Box 42
One South Second Street
Clearfield, PA 16830
5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:
None

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

Clearfield County Tax Claim Bureau
Clearfield County Courthouse Annex
Clearfield, PA 16830

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S §4904 relating to unsworn falsifications to authorities.

Dated: 8-22-00



Peter F. Smith
Attorney for Plaintiff
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED

AUG 22 2000
O/S/SC
William A. Shaw
Prothonotary
E
KEY

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

COUNTY NATIONAL BANK :
Plaintiff :
vs. :
TERRY E. GLASGOW and ANNA :
MAE GLASGOW :
Defendants :
No. 00-202-CD

FILED

OCT 04 2000

William A. Shaw
Prothonotary

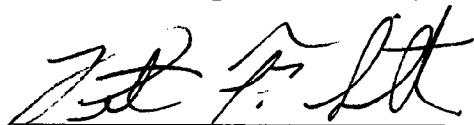
CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** along with **SHERIFF'S HANDBILL** to the following on

August 22, 2000 :

Clearfield County Tax Claim Bureau
Clearfield County Courthouse Annex
Clearfield, PA 16830

Respectfully submitted,


Peter F. Smith
Attorney for Plaintiff

Date: 10/24/00

FILED

OCT 04 2000

11/13/00
William A. Shaw
Prothonotary
ccy

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

COUNTY NATIONAL BANK,	:	No. 00-202-CD
Plaintiff	:	
	:	
VS.	:	
	:	
TERRY E. GLASGOW and ANNA	:	
MAE GLASGOW	:	
Defendants	:	

WRIT OF EXECUTION
NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of South Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

COUNTY NATIONAL BANK, : No. 00-202-CD
Plaintiff :
vs. :
TERRY E. GLASGOW and ANNA :
MAE GLASGOW :
Defendants :
:

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's
commission against the Defendant above:

1. You are directed to levy upon the real estate owned by
the Defendants as follows and sell their interest therein:

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

BEGINNING at a post located on land now or formerly of Alcide
Lefebvre; thence South twenty-six (26°) degrees seventeen (17')
minutes West fifty-three and three-tenths (53.3) feet; thence South
fifty-eight (58°) degrees thirty-nine (39') minutes East one
hundred fifty (150) feet to a post; thence thirty-one (31°) degrees
twenty-one (21') minutes East fifty-three and five tenths (53.5)
feet to a post; thence North fifty-eight (58°) degrees thirty-nine
(39') minutes West one hundred fifty (150) feet to the place of
beginning and being situate near the Village of Janesville,
Smithmill Post Office.

BEING the same premises conveyed unto Terry E. and Anna Mae
Glasgow, husband and wife, by deed recorded in Clearfield County
Record Volume 822 at Page 448.

2. Amounts Due:
a) Balance \$4,861.09
b) Late Charge \$ 204.08
b) Interest Due to 1/10/00 \$ 212.67
c) Interest accruing after
1/10/00 at \$1.4178179 per day
(to be added) \$
d) Costs of suit (to be added) \$
e) Attorney's fees \$ 178.89

RECEIVED AUG 17 2000

11:54 AM

Chester A. Waukens

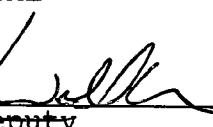
by Murgant W. Scott

Prothonotary

WILLIAM A. SPAN
Prothonotary
Preliminary Total \$5,277.84

My Commission Expires
1st Monday in Jan. 2002

Clearfield Co., Clearfield, PA

By: 
Deputy

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

COUNTY NATIONAL BANK, : No. 00-202-CD
Plaintiff :
: :
vs. : :
: :
TERRY E. GLASGOW and ANNA :
MAE GLASGOW :
Defendants :
: CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be
 (i) Set aside in kind (specify property to be set aside in kind):

(ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: in cash in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption.
Notice of hearing should be given to me at:

Address _____

Phone Number _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant _____

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of South Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10087

COUNTY NATIONAL BANK

00-202-CD

VS.

GLASGOW, TERRY E. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 29, 2000, AT 6:20 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, OCTOBER 6, 2000, AT 10:00 AM.

NOW, AUGUST 29, 2000, AT 6:20 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON TERRY E. GLASGOW, DEFENDANT, AT HIS PLACE OF RESIDENCE, PO BOX 48, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA, 16680, BY HANDING TO TERRY E. GLASGOW, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, AUGUST 29, 2000, AT 6:20 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ANNA MAE GLASGOW, DEFENDANT, AT HER PLACE OF RESIDENCE, PO BOX 48, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA, 16680, BY HANDING TO ANNA MAE GLASGOW, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, OCTOBER 5, 2000, RECEIVED A PRAECIPE FROM PETER SMITH, ATTORNEY FOR THE PLAINTIFF, THAT WRIT OF EXECUTION IS TO BE RETURNED AND MARKED DISCONTINUED.

NOW, JANUARY 22, 2002, RETURN WRIT AS NO SALE HELD, RECEIVED PRAECIPE TO DISCONTINUE SALE. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10087

COUNTY NATIONAL BANK

00-202-CD

VS.

GLASGOW, TERRY E. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$178.08

SURCHARGE \$ 40.00

PAID BY PLAINTIFF

FILED

JAN 22 2002

013140 pm

William A. Shaw *Q*
Prothonotary *JK*

Sworn to Before Me This

22nd Day Of January 2002

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Margaret H. Butt
Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK, :
Plaintiff :
:
vs. : No. 00-202-CD
:
TERRY E. GLASGOW and ANNA :
MAE GLASGOW, :
Defendants :
:

PRAECIPE TO DISCONTINUE

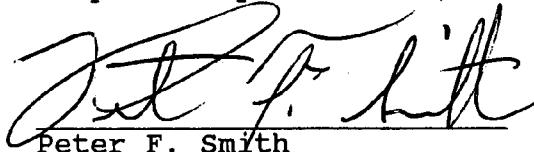
TO: Chester A. Hawkins, Sheriff

Dear Sheriff Hawkins:

Please return the Writ of Execution for the above captioned matter to Prothonotary William A. Shaw. The Plaintiff requests that Prothonotary Shaw mark the action "**DISCONTINUED.**"

Please forward a check for any excess security for costs to my attention.

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: October 5, 2000

CCPY

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW,

hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the _____ day of _____ 2000, I exposed the within described real estate of _____

to public vendue or outcry at which time and place I sold the same to _____
he being the highest bidder, for the sum of \$ _____
and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.56
LEVY	15.00
MILEAGE	14.56
POSTING	15.00
CSDS	10.00
COMMISSION	2%
POSTAGE	+ 3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	
BID	
RETURNS/DEPUTIZE	
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 178.88

DEED COSTS:

REG & REC	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	

DEBT & INTEREST:

AMOUNT DUE	\$ 4,861.09
INTEREST Due to 1-10-00	212.67
INTEREST accruing after 1-10-00	
at \$1.4178179 per day	

TO BE ADDED

TOTAL \$ -5,073.76

COSTS:

ATTORNEY FEES \$ —

PRO. SATISFACTION —

ADVERTISING 184.62

LATE CHARGE & FEES \$ -212.67

TAXES-Collector —

TAXES-Tax Claim —

COSTS OF SUIT - TO BE ADDED —

LIST OF LIENS —

MORTGAGE SEARCH \$ 135.00 + 5.00 (stamps) (SMITH)

COSTS \$ 178.89

DEED COSTS —

ATTORNEY COMMISSION —

SHERIFF COST 178.88

LATE FEES —

LEGAL JOURNAL 74.25

REFUND OF ADVANCE —

REFUND OF SURCHARGE —

TOTAL \$ 755.84

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE
UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS
FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF