

00-249-CD  
COUNTY NATIONAL BANK -vs- TIMOTHY J. WOLFE et al

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FILED

FEB 28 2000

William A. Shaw  
Prothonotary

300 Cath Smith  
Cath Smith

\$80.00

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

(13) COUNTY NATIONAL BANK,

Plaintiff

vs.

(91) TIMOTHY J. WOFLE (91) and  
(51) JOAN A. WOLFE (51)

Defendants

No. 00-249 -CD

Type of Case:  
**CIVIL**

Type of Pleading:  
**COMPLAINT**

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 28 2000**

William A. Shaw  
Prothonotary

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

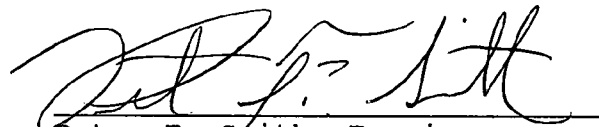
COUNTY NATIONAL BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 00-	-CD
	:		
TIMOTHY J. WOLFE and	:		
JOAN A. WOLFE	:		
Defendants	:		

**NOTICE TO DEFEND**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR CANNOT AFFORD A LAWYER, 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 Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641

  
Peter F. Smith, Esquire  
Attorney for Plaintiff

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

COUNTY NATIONAL BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 00-	-CD
	:		
TIMOTHY J. WOLFE and	:		
JOAN A. WOLFE	:		
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 TIMOTHY J. WOLFE whose last known address is RR 1, Box 25E, Westover, Pennsylvania, 16692-9607.

3. The name of the second Defendant is JOAN A. WOLFE whose last known address is 3211 108th Avenue S.W., Calgary, Alberta, Canada, T2W3G9.

4. The real estate subject to this action is known as RR 1, Ridge Road, Westover, Pennsylvania, 16692, and RR 1, Box 36, Westover, Pennsylvania, 16692. The real estate is more particularly described as follows:

**PARCEL ONE**

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

BEGINNING at a stone; thence by public road North five (5) degrees East thirty-seven and two tenths (37.2) perches to a stone at public road; thence by line of land now or formerly of George Fishel and also by line of land now or formerly of Jacob L. Bee South eighty-nine (89) degrees East sixty (60) perches to stone; thence by land now or formerly of M.L. Boyce South four (4) degrees West thirty-nine and six tenths (39.6) perches to a stone; thence by land of same North eighty-seven and one-half (87 1/2) degrees West sixty-four and four tenths (64.4) perches to the place of beginning. Containing fifteen (15) acres and sixty (60) perches, more or less.

BEING the same premises as was conveyed unto Joan A. Wolfe and Timothy J. Wolfe by deed dated April 25, 1996, recorded in Clearfield County Deed Book Volume 1753, Page 31.

PARCEL TWO

ALL that certain piece or parcel of land, together with all improvements thereon, if any, situate in Chest Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe, marking the southwestern corner of the parcel herein conveyed; thence by the right-of-way of L.R. 17004, a forty (40) foot wide roadway, North eighty-five (85) degrees two (2) minutes twenty (20) seconds East a distance of one hundred twenty-two and thirty-three one hundredths (122.33) feet to an iron pipe; thence along other lands of the Grantor herein North five (5) degrees twenty-four (24) minutes East a distance of one hundred seventy (170) feet to an iron pipe; thence by other lands of the Grantor herein north eighty-four (84) degrees thirty-six (36) minutes West a distance of one hundred twenty and thirty-three one hundredths (120.33) feet to an iron pipe at a small pine; thence South five (5) degrees twenty-four (24) minutes West one hundred ninety-two (92) feet to the place of beginning. Containing 0.5 acres.

BEING the same premises conveyed to Joan A. Wolfe and Timothy J. Wolfe by deed dated May 14, 1993, recorded in Clearfield County Deed Book Volume 1530, Page 400.

5. On April 25, 1996, the Defendants executed a Mortgage in favor of County National Bank with principal amount of \$37,500.00. A true and correct copy of said mortgage are attached hereto and incorporated herein by reference and marked Exhibit A.

6. The Defendants also executed a Note dated April 25, 1996, in favor of County National Bank, and promised to repay it in equal

monthly installments of \$316.24 together with interest of 8.11% 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. No judgment has been entered in any jurisdiction upon this note.

8. Defendants have failed to make the monthly payments from September 1999 to present, and the delinquent payments currently total \$1,802.05.

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

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

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

12. 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 24, 2000, are as follows:

a)	Balance	\$34,718.67
b)	Late Charge	\$ 0.00
c)	Interest Due to 1/24/00	\$1,319.13
d)	Interest accruing after 1/24/00 at \$7.7142031 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
	PRELIMINARY TOTAL	\$36,037.80
	FINAL TOTAL	\$ _____

13. 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 on January 25, 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 C.

14. 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 12 above.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Peter F. Smith', is written over a horizontal line.

Peter F. Smith  
Attorney for Plaintiff

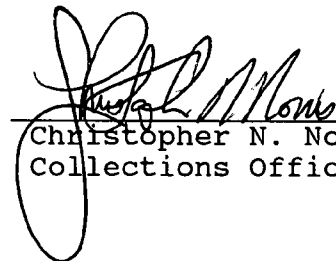
Dated: 2/28/00



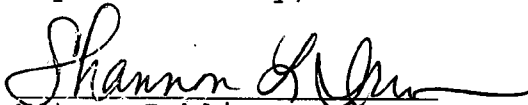
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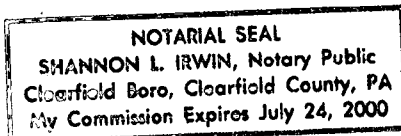
STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

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.

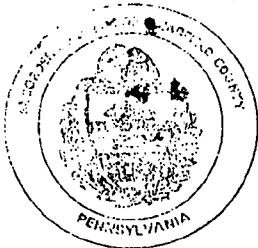
  
\_\_\_\_\_  
Christopher N. Norris  
Collections Officer

SWORN TO AND SUBSCRIBED  
before me this 25  
day of February, 2000.

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



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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

VOL 1753 PAGE 35

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 10:11 AM 4-25-96  
BY *RS [Signature]*  
FEES 15.50  
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 25, 1996. The mortgagor is THOMTHY J. WOLFE and JOAN A. WOLFE ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Thirty-seven Thousand Five Hundred and 00/100 Dollars (U.S. \$ 37,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 3, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTIONS

Form 3039 9/90 (page 2 of 4 pages)

Borrower shall comply with all the provisions of the deed, in the event of a merger in writing. 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance.

to pay a one time charge for an independent real estate tax reporting service used by Lender in connection with this loan unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold,

LEGAL DESCRIPTION

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

BEGINNING at a stone; thence by public road North five (5) degrees East thirty-seven and two tenths (37.2) perches to a stone at public road; thence by line of land now or formerly of George Fishel and also by line of land now or formerly of Jacob L. Bee South eighty-nine (89) degrees East sixty (60) perches to stone; thence by land now or formerly of M.L. Boyce South four (4) degrees West thirty-nine and six tenths (39.6) perches to a stone; thence by land of same North eighty-seven and one-half ( $87 \frac{1}{2}$ ) degrees West sixty-four and four tenths (64.4) perches to the place of beginning. Containing fifteen (15) acres and sixty (60) perches, more or less.

BEING the same premises as were conveyed to the Mortgagors herein by Deed of Melvin Neff, et al dated April 25, 1996 and entered for record in the Recorder's Office of Clearfield County in Deed & Records Book Volume 1753, Page 31.

A N D

ALL that certain piece or parcel of land, together with all improvements thereon, if any, situate in Chest Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe, marking the southwestern corner of the parcel herein conveyed; thence by the right-of-way of L.R. 17004, a forty (40) foot wide roadway, North eighty-five (85) degrees two (2) minutes twenty (20) seconds East a distance of one hundred twenty-two and thirty-three one hundredths (122.33) feet to an iron pipe; thence along other lands of the Grantor herein North five (5) degrees twenty-four (24) minutes East a distance of one hundred seventy (170) feet to an iron pipe; thence by other lands of the Grantor herein north eighty-four (84) degrees thirty-six (36) minutes West a distance of one hundred twenty and thirty-three one hundredths (120.33) feet to an iron pipe at a small pine; thence South five (5) degrees twenty-four (24) minutes West one hundred ninety-two (92) feet to the place of beginning. Containing 0.5 acres.

BEING the same premises as were conveyed to the Mortgagors herein by Deed of Ronald Westover, et ux dated May 14, 1993 and entered for record in the Recorder's Office of Clearfield County in Deed & Records Book Volume 1530, Page 400.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.


**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

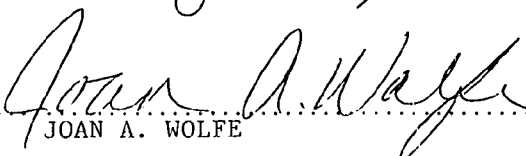
**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate <del>Rider</del> | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider                     | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                               | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]                          |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

.....  ..... (Seal)  
TIMOTHY J. WOLFE —Borrower

.....  ..... (Seal)  
JOAN A. WOLFE —Borrower

# ADJUSTABLE RATE NOTE

(5 Year Treasury Index — Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

April 25, 19 96 Clearfield Pennsylvania  
[City] [State]

R.R. #1, Ridge Road, Westover, PA 16692 AND R.R. #1, Box 36, Westover, PA 16692  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 37,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.11%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 3rd day of each month beginning on June 3, 19 96. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on May 3, 2016, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at any office of County National Bank or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 316.24. This amount may change.

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the 3rd day of May, 2001, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

### **(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

### **(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

### **(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 10.11% or less than 6.11%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than 13.11%.

### **(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

### **(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

## **5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

## **6. LOAN CHARGES**

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

## **7. BORROWER'S FAILURE TO PAY AS REQUIRED**

### **(A) Late Charges for Overdue Payments**

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

### **(B) Default**

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

### **(C) Notice of Default**

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

### **(D) No Waiver by Note Holder**

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

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

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

## **8. GIVING OF NOTICES**

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

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

## **9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

## **10. WAIVERS**

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

## **11. UNIFORM SECURED NOTE**

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



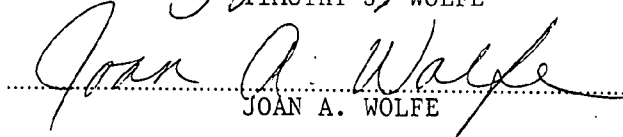
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

.....(SEAL)  
TIMOTHY J. WOLFE  
-Borrower

.....(SEAL)  
JOAN A. WOLFE  
-Borrower

.....(SEAL)  
-Borrower

[Sign Original Only]

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

VOL 1753 PAGE 35

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 10:11 AM - 4-25-96  
BY *Rd. Starck*  
FEES 15.50  
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 25, 1996. The mortgagor is TIMOTHY J. WOLFE and JOAN A. WOLFE ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Thirty-seven Thousand Five Hundred and 00/100 Dollars (U.S. \$ 37,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 3, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTIONS

which has the address of R.R. #1, Ridge Road AND R.R. #1, Box 36, Westover, Pennsylvania 16692 ("Property Address");  
[Street] [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

to pay a one time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

ACT 6 / ACT 91 NOTICE  
January 25, 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA IIAMODO "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):      Joan A. Wolfe  
   3211 108th Ave. S.W.  
   Calgary, Alta T2W3G9  
  
   Timothy J. Wolfe  
   RR 1, Box 25E  
   Westover, PA 16692-9607

PROPERTY ADDRESS:      RR 1, Ridge Road      RR 1, Box 36  
   Westover, PA 16692      Westover, PA 16692

LOAN ACCT. NO.:      336925-1 and 336925-5

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.

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**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)

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**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 properties located at:

RR 1, Ridge Road  
Westover, PA 16692

RR 1, Box 36  
Westover, PA 16692

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:

#336925-1

September 1999 - \$358.81  
October 1999 - \$358.81  
November 1999 - \$358.81  
December 1999 - \$362.81  
January 2000 - \$362.81

Total Due - \$1,802.05

#336925-5

September 1999 - \$126.91  
October 1999 - \$126.91  
November 1999 - \$126.91  
December 1999 - \$126.91  
January 2000 - \$126.91

Late Charges - \$100.00

Total Due - \$734.55

**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 \$2,536.60 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 foreclose upon your mortgaged property.

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you 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  
Altocna, PA 16602  
(814) 944-8100



PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814-765-5595

CERTIFIED TRUE AND CORRECT COPY

2

ATTORNEY FOR

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

COUNTY NATIONAL BANK

Plaintiff

vs.

TIMOTHY J. WOLFE and

JOAN A. WOLFE

Defendants

:  
:  
: No. 00-249-CD  
:  
:  
:  
:  
:  
:  
:

**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	\$34,718.67
b)	Late Charge	\$ 0.00
c)	Interest due to 1/24/00	\$ 1,913.13
d)	Interest accruing after 1/24/00 at \$7.7142031 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees (to be added)	\$ _____

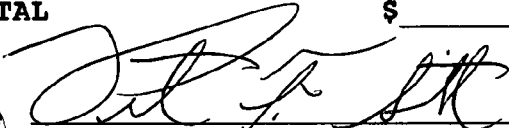
Preliminary Total \$36,631.80

**GRAND TOTAL**

\$ \_\_\_\_\_

Date: March 30, 2000

**FILED**

  
Peter F. Smith  
Attorney for Plaintiff

**MAR 30 2000**

William A. Shaw  
Prothonotary

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

COUNTY NATIONAL BANK  
Plaintiff

vs.

TIMOTHY J. WOLFE and  
JOAN A. WOLFE  
Defendants

No. 00-249-CD

TO: Timothy J. Wolfe  
RR 1, Box 25E  
Westover, PA 16692-9607

Joan A. Wolfe  
3211 108th Ave. S.W.  
Calgary, Alta T2W3G9


**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 29, 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

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

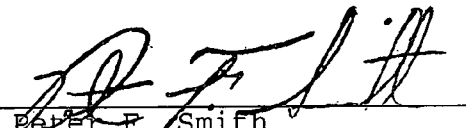
COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	#00-249-CD
	:	
TIMOTHY J. WOLFE and JOAN	:	
A. WOLFE	:	
Defendants	:	
	:	

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 names and addresses of the parties hereto are:

Defendants:	Timothy J. Wolfe R.R. 1, Box 25E Westover, PA 16692
	Joan A. Wolfe 3211 108th Avenue S.W. Calgary, Alberta CANADA T2W3G9
Plaintiff:	County National Bank P.O. Box 42 Clearfield, PA 16830

Date: March 30, 2000

  
Peter F. Smith  
Attorney for Plaintiff

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	#00-249-CD
	:	
TIMOTHY J. WOLFE and JOAN	:	
A. WOLFE	:	
Defendants	:	
	:	

TO: Timothy J. Wolfe and Joan A. Wolfe

Notice is given that a judgment has been entered of record in Clearfield County against you in the amount of \$36,631.80 plus interest and costs on March 30, 2000.

Clearfield County 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

Plaintiff

No. 00-249-CD

Real Debt \$36,631.80

vs.

Atty's Comm \_\_\_\_\_

TIMOTHY J. WOLFE and JOAN A. WOLFE

Defendant(s)

Costs \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$ 20.00

Instrument Default Judgment

Date of Entry March 30, 2000

Expires March 30, 2005

Certified from the record this 30th day of March, 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

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

00-249-CD

VS

WOLFE, TIMOTHY J.

COMPLAINT

SHERIFF RETURNS

NOW MARCH 9, 2000 AT 9:07 AM DST SERVED THE WITHIN COMPLAINT ON TIMOTHY J. WOLFE, DEFENDANT AT RESIDENCE, RR#1 BOX 25E, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ALICIA WOLFE, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO.

NOW FEBRUARY 29, 2000 MAILED THE WITHIN COMPLAINT TO JOAN A. WOLFE, DEFENDANT BY REGISTERED MAIL # R602 475 951 AT 3211 108TH AVE. S.W., CALGARY, ALBERTA, CANADA T2W3G9, BEING HER LAST KNOWN ADDRESS. THE LETTER IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "UNCLAIMED"

49.14 SHFF. HAWKINS PAID BY: PLFF.

20.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

28th DAY OF April 2000

William A. Shaw

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

SO ANSWERS.

Chester A. Hawkins  
by Marilyn Harris

CHESTER A. HAWKINS  
SHERIFF

FILED

APR 20 2000  
6:32 p.m.  
William A. Shaw  
Prothonotary

E  
123

Office of the  
Sheriff of Clearfield County  
CLEARFIELD, PA. 16830



OFFICE OF THE

RETURN  
TO

REGISTERED MAIL

R 602 475 951

JOAN A. WOLFE  
3211 108th Ave S.W.  
Edgely, Alberta, Canada T2W3G9

R

Registered Recommandé

RT 281 634 718 CA

RT 281 634 718 CA



UNITED STATES  
POSTAL SERVICE

U.S. POSTAGE  
CLEARFIELD, PA  
FEB 25 1990  
PMOUNT  
\$8.65  
00067389-03

33-030-503N



171-1102

To be completed at destination.  
A compléter à destination.

To be filled out by the office of origin.  
A remplir par le bureau d'origine.

Registered article Envoi recommandé		<input type="checkbox"/> Letter Lettre	<input type="checkbox"/> Printed Matter Imprimé	<input type="checkbox"/> Other Autre	<input type="checkbox"/> Express Mail International
<input type="checkbox"/> Insured parcel Colis avec valeur déclarée	Insured Value Valeur déclarée		Article No.		
Office of mailing Bureau of deposit		Date of posting Date de dépôt			
Addressee (Name or firm) Nom ou raison sociale du destinataire JOAN A. WOLFE					
Street and No. Rue et No. 3211 108th Ave. S.W.					
Place and country Lieu et Pays Calgary, Alberta, Canada T2W3G9					
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, or, if those regulations so provide, by the employee of the office of destination, and returned by the first mail directly to the sender. Cet avis doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, ou, si ces règlements le comportent, par l'agent du bureau de destination, et renvoyé par le premier courrier directement à l'expéditeur.					
The article mentioned above was duly delivered. L'envoi mentionné ci-dessus a été dûment livré.		Date			
Signature of the addressee Signature du destinataire		Signature of the employee of the office of destination. Signature de l'agent du bureau de destination.			
		Postmark of the office of destination Timbre du bureau de destination			

171-1102

Registered No.

2602475951

Date Stamp



To Be Completed By Post Office	Reg. Fee \$	620	Special \$	
	Handling \$		Return \$	
	Charge		Receipt	125
	Postage \$	120	Restricted \$	
	Delivery			
Received by				

To Be Completed By Customer  
(Please Print)  
All Entries Must Be in Ballpoint or Typed

Customer Must Declare  
Full Value \$ 100.00

☒ With Postal Insurance  
☐ Without Postal Insurance

Domestic Insurance  
Is Limited To  
\$25,000; International  
Indemnity Is Limited  
(See Reverse)

FROM	CLEARFIELD COUNTY SHERIFF
	1 N. 2nd St Ste 116
	CLEARFIELD PA 16830
	JOAN A. WOLFE
TO	3211 108th Ave S.W.
	CALGARY ALBERTA CANADA T2W3G9

PS Form 3806,  
February 1995

Receipt for Registered Mail

(Customer Copy)

(See Information on Reverse)

**SAVE THIS RECEIPT FOR REGISTERED MAIL CLAIMS & INQUIRIES**

**DECLARATION OF VALUE** - Mailers are required to declare the full value at the time of mailing on all registered mail articles, whether insurance is desired or not.

**WITH POSTAL INSURANCE** - Domestic postal insurance against loss or damage may be purchased by paying the appropriate fee. Domestic insurance on registered mail is limited to the lesser of (1) the value of the article at the time of mailing if lost or totally damaged, or (2) the cost of repairs. Consult your postmaster for additional details of insurance limits and coverage for domestic and international registered mail. See *Domestic Mail Manual* S010 and S911 for limitations of coverage.

**WITHOUT POSTAL INSURANCE** - An article may also be sent registered mail without postal insurance by paying the appropriate fee. No indemnity will be paid for articles mailed without postal coverage.

**TO FILE INSURANCE CLAIM** - Claim must be filed within 1 year from the date of mailing. Present this receipt. Claims for complete or partial loss of contents, damage or alleged rifling must be filed immediately. The article, container, and packaging must be presented when filing a complete or partial loss of contents or damage claim. Submit evidence of value or repair costs to substantiate your claim. Inquiries on registered mail claims should not be filed for at least 3 months after the date the original claim was filed.

**INTERNATIONAL REGISTERED MAIL** - Indemnity coverage for international registered mail is limited to the maximum set by the Convention of the Universal Postal Union. Consult postmaster and the *International Mail Manual* for limitations of coverage and individual country prohibitions and restrictions.

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

CERTIFIED TRUE AND CORRECT COPY

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

TIMOTHY J. WOLFE and  
JOAN A. WOLFE  
Defendants.

No. 00-249-CD

FILED

PRAECIPE FOR WRIT OF EXECUTION

To: William A. Shaw, Prothonotary

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:

TIMOTHY J. WOLFE and JOAN A. WOLFE, Defendants

2. Property owned by the Defendants as follows:

The real estate subject to this action is known as RR 1, Ridge Road, Westover, Pennsylvania, 16692, and RR 1, Box 36, Westover, Pennsylvania, 16692. The real estate is more particularly described as follows:

PARCEL ONE

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

BEGINNING at a stone; thence by public road North five (5) degrees East thirty-seven and two tenths (37.2) perches to a stone at public road; thence by line of land now or formerly of George Fishel and also by line of land now or formerly of Jacob L. Bee South eighty-nine (89) degrees East sixty (60) perches to stone; thence by land now or formerly of M.L. Boyce South four (4) degrees West thirty-nine and six tenths (39.6) perches to a stone; thence by land of same North eighty-seven and one-half (87 1/2) degrees West sixty-four and four tenths (64.4) perches to the place of beginning. Containing fifteen (15) acres and sixty (60) perches, more or less.

BEING the same premises as was conveyed unto Joan A. Wolfe and Timothy J. Wolfe by deed dated April 25, 1996, recorded in Clearfield County Deed Book Volume 1753, Page 31.

PARCEL TWO

ALL that certain piece or parcel of land, together with all improvements thereon, if any, situate in Chest Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe, marking the southwestern corner of the parcel herein conveyed; thence by the right-of-way of L.R. 17004, a forty (40) foot wide roadway, North eighty-five (85) degrees two (2) minutes twenty (20) seconds East a distance of one hundred twenty-two and thirty-three one hundredths (122.33) feet to an iron pipe; thence along other lands of the Grantor herein North five (5) degrees twenty-four (24) minutes East a distance of one hundred seventy (170) feet to an iron pipe; thence by other lands of the Grantor herein north eighty-four (84) degrees thirty-six (36) minutes West a distance of one hundred twenty and thirty-three one hundredths (120.33) feet to an iron pipe at a small pine; thence South five (5) degrees twenty-four (24) minutes West one hundred ninety-two (92) feet to the place of beginning. Containing 0.5 acres.

BEING the same premises conveyed to Joan A. Wolfe and Timothy J. Wolfe by deed dated May 14, 1993, recorded in Clearfield County Deed Book Volume 1530, Page 400.

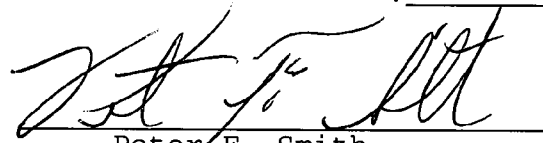
3. Amounts Due:

a) Principal	\$34,718.67
b) Late Charge	\$ 0.00
c) Interest due to 1/24/00	\$ 1,913.13
d) Interest accruing after 1/24/00 at \$7.7142031 per day (to be added)	\$
e) Costs of Suit (to be added)	\$ <u>189.14</u>
f) Attorney's Fees (to be added)	\$

Preliminary Total \$36,631.80

GRAND TOTAL \$

Dated: May 8, 2000

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

FILED

WILLIAM & SHAW  
Prothonotary

WILLIAM & SHAW

\$20.00

Writs to Sheriff

Writs

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 00-249-CD
	:	
TIMOTHY J. WOLFE and	:	
JOAN A. WOLFE	:	
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  
Market and Second Streets  
Clearfield, PA 16830  
(814) 765-2641



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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 00-249-CD
	:	
TIMOTHY J. WOLFE and	:	
JOAN A. WOLFE	:	
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 Defendants above:

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

The real estate subject to this action is known as RR 1, Ridge  
Road, Westover, Pennsylvania, 16692, and RR 1, Box 36, Westover,  
Pennsylvania, 16692. The real estate is more particularly  
described as follows:

PARCEL ONE

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

BEGINNING at a stone; thence by public road North five (5) degrees  
East thirty-seven and two tenths (37.2) perches to a stone at  
public road; thence by line of land now or formerly of George  
Fishel and also by line of land now or formerly of Jacob L. Bee  
South eighty-nine (89) degrees East sixty (60) perches to stone;  
thence by land now or formerly of M.L. Boyce South four (4) degrees  
West thirty-nine and six tenths (39.6) perches to a stone; thence  
by land of same North eighty-seven and one-half (87 1/2) degrees  
West sixty-four and four tenths (64.4) perches to the place of  
beginning. Containing fifteen (15) acres and sixty (60) perches,  
more or less.

BEING the same premises as was conveyed unto Joan A. Wolfe and  
Timothy J. Wolfe by deed dated April 25, 1996, recorded in  
Clearfield County Deed Book Volume 1753, Page 31.

PARCEL TWO

ALL that certain piece or parcel of land, together with all improvements thereon, if any, situate in Chest Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe, marking the southwestern corner of the parcel herein conveyed; thence by the right-of-way of L.R. 17004, a forty (40) foot wide roadway, North eighty-five (85) degrees two (2) minutes twenty (20) seconds East a distance of one hundred twenty-two and thirty-three one hundredths (122.33) feet to an iron pipe; thence along other lands of the Grantor herein North five (5) degrees twenty-four (24) minutes East a distance of one hundred seventy (170) feet to an iron pipe; thence by other lands of the Grantor herein north eighty-four (84) degrees thirty-six (36) minutes West a distance of one hundred twenty and thirty-three one hundredths (120.33) feet to an iron pipe at a small pine; thence South five (5) degrees twenty-four (24) minutes West one hundred ninety-two (92) feet to the place of beginning. Containing 0.5 acres.

BEING the same premises conveyed to Joan A. Wolfe and Timothy J. Wolfe by deed dated May 14, 1993, recorded in Clearfield County Deed Book Volume 1530, Page 400.

2. Amounts Due:

a) Principal	\$34,718.67
b) Late Charge	\$ 0.00
c) Interest due to 1/24/00	\$ 1,913.13
d) Interest accruing after 1/24/00 at \$7.7142031 per day (to be added)	\$
e) Costs of Suit (to be added)	\$ <u>189.14</u>
f) Attorney's Fees (to be added)	\$
Preliminary Total	\$36,631.80
GRAND TOTAL	\$



William A. Shaw, Prothonotary

By: \_\_\_\_\_  
Deputy

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 00-249-CD

TIMOTHY J. WOLFE and  
JOAN A. WOLFE  
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**

Chester A. Hawkins, Sheriff  
Clearfield County Courthouse  
Market & Second Streets  
Clearfield, PA 16830  
(814) 765-2641

**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. 00-249-CD  
TIMOTHY J. WOLFE and :  
JOAN A. WOLFE :  
Defendants :

**AFFIDAVIT OF SERVICE**

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, confirm that I sent by First Class Mail, Postage Prepaid, a copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** along with **SHERIFF'S HANDBILL** to the following on June 6, 2000:

Timothy J. Wolfe  
RR 1, Box 25E  
West Decatur, PA 16692

Joan A. Wolfe  
3211 108th Avenue S.W.  
Calgary, Alberta T2W3G9  
CANADA

Northwest Consumer Discount Co.  
d/b/a Thrift Financial Services  
P.O. Box 246  
Indiana, PA 15701


Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
230 Market Street  
Clearfield, PA 16830

**FILED**

JUN 07 2000  
012021CC Shery  
William A. Shaw  
Prothonotary  
EAP

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.

Date: 6-6-00

  
Peter F. Smith  
Attorney for Plaintiff

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

COUNTY NATIONAL BANK :  
Plaintiff :  
 :  
vs. : No. 00-249-CD  
 :  
TIMOTHY J. WOLFE and JOAN :  
A. WOLFE :  
Defendants :  
 :

**AFFIDAVIT PURSUANT TO RULE 3129**

1. Name and address of Plaintiff in the judgment:

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

2. Name and address of Defendants in judgment:

Timothy J. Wolfe  
R.R. 1, Box 25E  
West Decatur, PA 16692

Joan A. Wolfe  
3211 108th Avenue S.W.  
Calgary, Alberta T2W3G9  
CANADA

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  
P.O. Box 42  
Clearfield, PA 16830

Northwest Consumer Discount Co.  
d/b/a Thrift Financial Services  
P.O. Box 246  
Indiana, PA 15701

**FILED**

JUN 07 2000

012.02 ICC Shery  
William A. Shaw  
Prothonotary

EKG

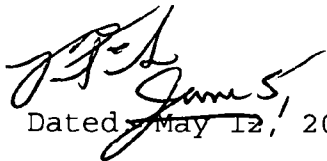
5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

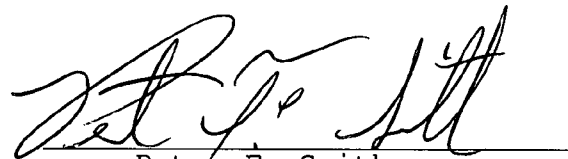
Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
230 Market Street Street  
Clearfield, PA 16830

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:

None known.

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 May 12, 2000

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



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

COUNTY NATIONAL BANK :  
Plaintiff :  
 :  
vs. : No. 00-249-CD  
 :  
TIMOTHY J. WOLFE and JOAN :  
A. WOLFE :  
Defendants :  
 :

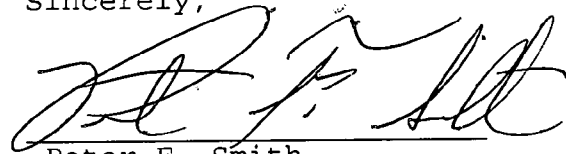
NOTICE PURSUANT TO PA.R.C.P. 3129

TO: ALL CREDITORS AND PARTIES IN INTEREST OF DEFENDANTS:

Please be advised that I have filed a Praecipe for Writ of Execution against real estate owned by the Defendants in the above-captioned matter. My inspection of the records at the Clearfield County Courthouse indicates that you have a lien against this real estate or other interest therein which may be extinguished or otherwise affected by the Sheriff Sale of this real estate which will be conducted pursuant to my Praecipe for Writ of Execution.

You should take this Notice to an attorney of your choice, who can advise you more fully.

Sincerely,



Peter F. Smith  
Attorney for Plaintiff  
P.O. Box 130  
Clearfield, PA 16830

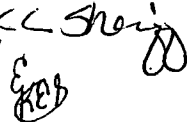
Dated: 6-6-00

Enclosure: Sheriff's Handbill for Execution in the above-captioned matter.

**FILED**

JUN 07 2000

02:03/1CC  
William A. Shaw  
Prothonotary



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

COUNTY NATIONAL BANK :  
Plaintiff :  
 :  
vs. : No. 00-249-CD  
 :  
TIMOTHY J. WOLFE and JOAN :  
A. WOLFE :  
Defendants :  
 :

**SHERIFF'S SALE OF**  
**VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pa., and to me directed, there will be exposed to public sale in the Clearfield County Sheriff's Office, Clearfield, PA, on August 4, 2000, at 10:00 o'clock A.M.:

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

The real estate subject to this action is known as RR 1, Ridge Road, Westover, Pennsylvania, 16692, and RR 1, Box 36, Westover, Pennsylvania, 16692. The real estate is more particularly described as follows:

**PARCEL ONE**

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

BEGINNING at a stone; thence by public road North five (5) degrees East thirty-seven and two tenths (37.2) perches to a stone at public road; thence by line of land now or formerly of George Fishel and also by line of land now or formerly of Jacob L. Bee South eighty-nine (89) degrees East sixty (60) perches to stone; thence by land now or formerly of M.L. Boyce South four (4) degrees West thirty-nine and six tenths (39.6) perches to a stone; thence by land of same North eighty-seven and one-half (87 1/2) degrees West sixty-four and four tenths (64.4) perches to the place of beginning. Containing fifteen (15) acres and sixty (60) perches, more or less.

BEING the same premises as was conveyed unto Joan A. Wolfe and Timothy J. Wolfe by deed dated April 25, 1996, recorded in Clearfield County Deed Book Volume 1753, Page 31.

**PARCEL TWO**

ALL that certain piece or parcel of land, together with all improvements thereon, if any, situate in Chest Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe, marking the southwestern corner of the parcel herein conveyed; thence by the right-of-way of L.R. 17004, a forty (40) foot wide roadway, North eighty-five (85) degrees two (2) minutes twenty (20) seconds East a distance of one hundred twenty-two and thirty-three one hundredths (122.33) feet to an iron pipe; thence along other lands of the Grantor herein North five (5) degrees twenty-four (24) minutes East a distance of one hundred seventy (170) feet to an iron pipe; thence by other lands of the Grantor herein north eighty-four (84) degrees thirty-six (36) minutes West a distance of one hundred twenty and thirty-three one hundredths (120.33) feet to an iron pipe at a small pine; thence South five (5) degrees twenty-four (24) minutes West one hundred ninety-two (92) feet to the place of beginning. Containing 0.5 acres.

BEING the same premises conveyed to Joan A. Wolfe and Timothy J. Wolfe by deed dated May 14, 1993, recorded in Clearfield County Deed Book Volume 1530, Page 400.

#### TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise, the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off, and in case of deficiency of such resale, shall make good for the same, and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

#### NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

SHERIFF

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket #

9614

COUNTY NATIONAL BANK

VS.

WOLFE, TIMOTHY J. EX

00-249-CD

**WRIT OF EXECUTION REAL ESTATE  
SHERIFF RETURNS**

---

NOW, JUNE 9, 2000, AT 11:45 AM O'CLOCK A LEVY WAS TAKEN ON  
PROPERTY LOCATED IN BURNSIDE TOWNSHIP. PROPERTY WAS  
POSTED THIS DATE.

NOW, JUNE 14, 2000, AT 10:21 AM O'CLOCK A LEVY WAS TAKEN ON  
THE PROPERTY LOCATED IN CHEST TOWNSHIP. PROPERTY WAS  
POSTED THIS DATE.

NOW, JUNE 28, 2000, RECEIVED A COPY OF BANKRUPTCY FOR TIMOTHY WOLFE.

A SALE IS SET FOR FRIDAY, AUGUST 4, 2000, AT 10:00 AM.

NOW, JUNE 20, 2000, SENT WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF  
LEVY TO JOAN A. WOLFE, DEFENDANT, BY REGISTERED MAIL #RR 390 620 683.

NOW, JULY 5, 2000, CALLED ATTORNEY PETER SMITH, ATTORNEY FOR THE  
PLAINTIFF, AND INFORMED HIM THAT SERVICE HAS NOT BEEN MADE ON  
TIMOTHY WOLFE. SALE IS TO BE CONTINUED TO FRIDAY, SEPTEMBER 1, 2000,  
AT 10:00 AM.

NOW, JULY 7, 2000, AT 10:49 AM O'CLOCK SERVED THE WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON TIMOTHY J. WOLFE, DEFENDANT, AT HIS  
PLACE OF RESIDENCE, RR #1, BOX 25E, WESTOVER, CLEARFIELD COUNTY,  
PENNSYLVANIA, 16692, BY HANDING TO TIMOTHY J. WOLFE, 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.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket #

9614

COUNTY NATIONAL BANK

VS.

WOLFE, TIMOTHY J. EX

00-249-CD

**WRIT OF EXECUTION REAL ESTATE  
SHERIFF RETURNS**

---

NOW, AUGUST 1, 2000, RECEIVED JOAN WOLFE'S REGISTERED MAIL BACK AS  
"UNCLAIMED".

NOW, AUGUST 4, 2000, IT WAS ANNOUNCED THAT WOLFE SALE WAS CONTINUED  
TO FRIDAY, SEPTEMBER 1, 2000, AT 10:00 AM.

NOW, SEPTEMBER 1, 2000, A SALE WAS HELD ON THE PROPERTY OF THE  
DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR  
(\$1.00) PLUS COSTS.

NOW, SEPTEMBER 26, 2000, RECEIVED PLAINTIFF CHECK #145257 IN THE  
AMOUNT OF TWO THOUSAND FOUR HUNDRED SEVENTEEN DOLLAR AND THIRTY  
TWO CENTS (\$2,417.32)

NOW, SEPTEMBER 28, 2000, RETURN THE WRIT AS A SALE BEING HELD WITH THE  
PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS.  
PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING COSTS,  
DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$295.10

SURCHARGE \$ 40.00

PAID BY PLAINTIFF

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

9614

COUNTY NATIONAL BANK

VS.

WOLFE, TIMOTHY J. EX

00-249-CD


WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

\_\_\_\_ Day Of \_\_\_\_\_ 2000

  
by Margaret H. Dett  
Chester A. Hawkins  
Sheriff

**Case Number: 99-26848-bm**

## Chapter: 7

## Debtor

## DISCHARGE OF DEBTOR

**Dated: 12/29/99**

## BY THE COURT

**Bernard Markovitz**  
**United States Bankruptcy Judge**

12/29/99  
COPY





**CNB**  
COUNTY NATIONAL BANK  
P.O. BOX 42  
CLEARFIELD, PA. 16830-0042

DETACH AND RETAIN THIS STATEMENT  
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE.  
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

No. 145257

09/21/2000

INVOICE NO.

DESCRIPTION

ACCOUNT NO.

AMOUNT

0001

CNB VS TIMOTHY AND IOAN WOLFE

76102220 1030

2,417.32

TO CHESTER HAWKINS

EXPENSE ACCOUNT

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

<b>CNB</b> COUNTY NATIONAL BANK P.O. BOX 42 CLEARFIELD, PA. 16830-0042 0313		145257	
09/21/2000		22-1676 960	
PAY ***2,417* DOLLARS 32 CENTS***		***2,417.32*	
TO THE ORDER OF			
CHESTER HAWKINS SHERIFF OF CLEARFIELD CO		COUNTY NATIONAL BANK EXPENSE ACCOUNT	
ASSISTANT FINANCIAL OFFICER AND CONTROLLER			
115257 109601676510140010371017			

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

00-249-CD  
REAL ESTATE SALE

NOW, SEPTEMBER 5, 2000, by virtue of the writ of execution 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 1st day of SEPTEMBER 2000, I ex-posed the within described real estate of TIMOTHY J. WOLFE AND JOAN A. WOLFE

to public vendue or outcry at which time and place I sold the same to COUNTY NATIONAL BANK  
he being the highest bidder, for the sum of \$ 1.00 + COSTS  
and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	17.16
LEVY	15.00
MILEAGE	17.16
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE +	3.30
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L LEVY	15.00
ADD'L MILEAGE (3)	51.48
BID	1.00
RETURNS/DEPUTIZE	
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 295.10
DEED COSTS:	

REG & REC \$ 15.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% —

TOTAL DEED COSTS 20.50

DEBT & INTEREST:

AMOUNT DUE	\$ 34,718.67
INTEREST DUE TO 01-24-2000	1,913.13
INTEREST ACCRUING AFTER 1-24-00	
AT \$7.7142031 per day to add	
TOTAL	\$

COSTS:

ATTORNEY FEES \$

PRO. SATISFACTION —

ADVERTISING 326.40

LATE CHARGE & FEES \$

TAXES-Collector 175.93

TAXES-Tax Claim 462.25

LIST OF LIENS 50.00

MORTGAGE SEARCH 5.00

COSTS 189.14

DEED COSTS 20.50

ATTORNEY COMMISSION 1785.00

SHERIFF COST 295.10

LEGAL JOURNAL 108.00

REFUND OF ADVANCE —

REFUND OF SURCHARGE —

TOTAL \$ 3,417.32

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

FILED

SEP 28 2000  
8/3130/wj  
William A. Shaw  
Prothonotary

PD 5-  
BY SHFL

COPY