

00-401-CD
COUNTY NATIONAL BANK -vs- RYAN M. HORCHEN a/k/a et al

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

④ COUNTY NATIONAL BANK, Plaintiff
vs.
④ RYAN M. HORCHEN a/k/a
RYAN HORCHEN and the
④ UNITED STATES OF AMERICA
INTERNAL REVENUE SERVICE
Defendants

00-401-CD
No. 00-401-CD
Type of Case:
FORECLOSURE
Type of Pleading:
COMPLAINT
Filed on Behalf of:
PLAINTIFF
Counsel of Record for this
Party:
Peter-F. Smith
Supreme Court No. 34291
P.O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

FILED

APR 04 2008

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 00- -CD
	:	
RYAN M. HORCHEN a/k/a	:	
RYAN HORCHEN and the	:	
UNITED STATES OF AMERICA	:	
INTERNAL REVENUE SERVICE	:	
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 South Second and Market Streets
Clearfield, PA 16830
(814) 765-2641



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- -CD
RYAN M. HORCHEN a/k/a	:	
RYAN HORCHEN and the	:	
UNITED STATES OF AMERICA	:	
INTERNAL REVENUE SERVICE	:	
Defendants	:	

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The name of the Plaintiff is COUNTY NATIONAL BANK, a national banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.
2. The name of first Defendant is RYAN M. HORCHEN a/k/a RYAN HORCHEN whose last known address is 5 Larissa Court, DuBois, Pennsylvania, 15801-3609.
3. The second Defendant is the UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE with its main office at 10th and Constitutional Avenue, Washington, D.C., 20530, and a Special Procedures Staff office at P.O. Box 2488, Pittsburgh, Pennsylvania, 15222.
4. The INTERNAL REVENUE SERVICE is named as a Defendant because it holds a lien against the other Defendant at Clearfield County Docket 00-6-CD.

5. Federal statute requires that the United States of America, Internal Revenue Service, be named as a party in any civil action to ". . . foreclose a mortgage or other lien upon . . . real or personal property once the United States has or claims a mortgage or other lien." 28 U.S.C.a. §2410(a).

6. The real estate subject to this action are known as 5 Larissa Court, DuBois, Pennsylvania, 15801-3609. The real estate is more particularly described as follows:

ALL that certain lot or parcel of land situate, lying and being in the Third Ward of the City of DuBois, Clearfield County, Pennsylvania, known in the plat of Menzie's Addition to the City of DuBois as Lot No. 6, bounded and described as follows, to wit:

BEGINNING at a post at Southeast corner of Lot No. 7 on First Street; thence South 1 degree 30 minutes West along line of First Street 50 feet to a post at corner of Lot No. 5; thence North 86 degrees 5 minutes West along line of Lot No. 5, a distance of 150 feet to a post at Broad Alley; thence North 1 degree 30 minutes East along line of said Broad Alley, 50 feet to a post corner of Lot No. 7; thence South 86 degrees 5 minutes East along line of said Lot No. 7 a distance of 150 feet to a post at First Street and place of beginning.

BEING the same premises conveyed to Ryan Horchen by deed dated November 6, 1997, and recorded at Clearfield County Deed Book Volume 1890 at Page 378.

7. Defendant mortgaged the property described above to First Western Bank, N.A., by instrument dated October 8, 1998, for a principal debt of \$10,300.00, together with interest at the rate of 11.750% per annum to be repaid in regular monthly installments. Said mortgage was recorded in Clearfield County Record Volume 1981, Page 87. A true and correct copy of said mortgage is attached hereto and incorporated herein by Exhibit A.

8. Defendant also executed a Note dated October 8, 1998, in favor of First Western Bank, N.A. together with the foregoing mortgage evidencing his personal obligation to repay the amounts borrowed, interest and other finance charges. A true and correct copy of said Note is attached hereto and incorporated herein by reference as Exhibit B.

9. By Assignment dated February 12, 1999, First Western Bank, N.A., assigned said mortgage and underlying note to County National Bank. A true and correct copy of said Assignment is attached hereto and incorporated herein by reference and marked Exhibit C.

10. Plaintiff has not assigned this mortgage or note.

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

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

13. Defendant failed to make the full monthly payments from December 1999, and at no time since then have all monthly payments been made which constitutes a default.

14. The amount of Defendant's delinquency was \$453.81 on February 25, 2000.

15. Oral demand has been made upon the Defendant to make said payments to Plaintiff and correct this default, but he has failed to do so.

16. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of February 25, 2000, are as follows:

a)	Balance	\$ 9,710.48
b)	Late Charge	\$ 14.64
c)	Interest Due to 2/25/00	\$ 305.88
d)	Interest accruing after 2/25/00 at \$3.1174355 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
	PRELIMINARY TOTAL	\$10,031.00
	FINAL TOTAL	\$ _____

17. 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 Notice to the Defendant by Certified Mail on March 1, 2000, at his last known address advising him of his default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein as Exhibit D.

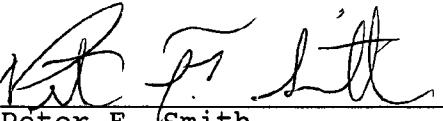
18. On March 16, 2000, the U.S. Postal Service returned said Notice to Plaintiff's counsel claiming the certified mail was "Unclaimed." Plaintiff's counsel then sent Notice by regular first class mail on March 22, 2000. A copy of said envelope is attached hereto and incorporated herein by reference as Exhibit E.

19. Defendant failed to exercise his rights under said Acts referred to above within the required time period.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 16 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 4/3/00



Peter F. Smith
Attorney for Plaintiff

RECORDATION REQUESTED BY:

FIRST WESTERN BANK, NATIONAL ASSOCIATION
PO BOX 1488
NEW CASTLE, PA 16103

WHEN RECORDED MAIL TO:

FIRST WESTERN BANK, NATIONAL ASSOCIATION
303 EAST NORTH ST
PO BOX 1488
NEW CASTLE, PA 16103-1488

SEND TAX NOTICES TO:

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:49 AM
BY 1st - Western Bank
FEES 17.00
Karen L. Starck, Recorder

Hor Chen
10/05/97

Vol 1981 PAGE 87

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED OCTOBER 8, 1998, between RYAN HORCHEN, UNMARRIED, whose address is 5 LARISSA CT, DUBOIS, PA 15801 (referred to below as "Grantor"); and FIRST WESTERN BANK, NATIONAL ASSOCIATION, whose address is PO BOX 1488, NEW CASTLE, PA 16103 (referred to below as "Lender").

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

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 5 LARISSA COURT, DUBOIS, PA 15801. The Real Property tax identification number is 7.3-028-000-9497.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means RYAN HORCHEN. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Note. The word "Note" means the promissory note or credit agreement dated October 8, 1998, in the original principal amount of \$10,300.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor's possession and use of the Property shall be governed by the following provisions:

Exhibit A

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

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

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral

documents to create a valid and perfected security interest or lien) at any time and for any reason.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant, or condition contained in this Mortgage, the Note, or in any other agreement between Grantor and Lender.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

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

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

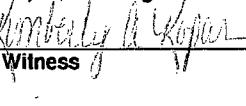
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

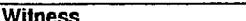
THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

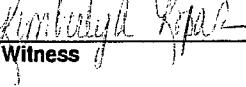
X  (SEAL)
RYAN HORCHEN

Signed, acknowledged and delivered in the presence of:

X 
Witness

X 
Witness

Signed, acknowledged and delivered in the presence of:

X 
Witness

X 
Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, FIRST WESTERN BANK, NATIONAL ASSOCIATION, herein is as follows:
PO BOX 1488, NEW CASTLE, PA 16103

Attorney or Agent for Mortgagor

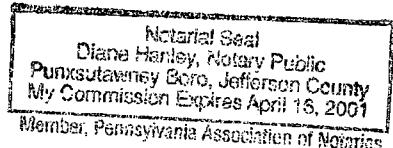
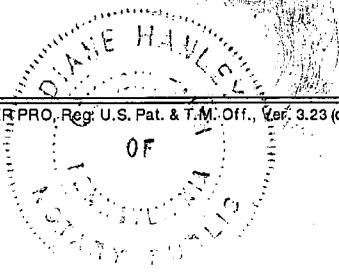
INDIVIDUAL ACKNOWLEDGMENT

On this, the 8th day of October, 1998 before me Diane Hanley, the undersigned Notary Public, personally appeared RYAN HORCHEN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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

Notary Public in and for the State of PA

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1998 CFI ProServices, Inc. All rights reserved. [PA-G03 X1007011.LN R1.OVL]



NATIONAL REAL ESTATE 9-28-1998 14:02
D-98-079772 HORCHEN, RYAN M.

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RightFAX

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EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DUBOIS, WARD 3, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: LOT 6. BEING MORE FULLY DESCRIBED IN A DEED DATED 11/06/97 AND RECORDED 11/26/97, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1890 AND PAGE 378.

ADDRESS: 5 LARISSA CT; DUBOIS, PA TAX MAP OR PARCEL ID NO.:
7.3-028-000-9497

Entered of Rec'd 10-30-1998 11:49pm Karen L. Starck, Record

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$10,300.00	10-08-1998	10-15-2008	1200556997	130	SD	982681401020	226	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: RYAN HORCHEN
5 LARISSA CT
DUBOIS, PA 15081

Lender: FIRST WESTERN BANK, NATIONAL ASSOCIATION
PUNXSUTAWNEY
PO BOX 1488
NEW CASTLE, PA 16103

Principal Amount: \$10,300.00

Interest Rate: 11.750%

Date of Note: October 8, 1998

PROMISE TO PAY. I promise to pay to FIRST WESTERN BANK, NATIONAL ASSOCIATION ("Lender"), or order, in lawful money of the United States of America, the principal amount of Ten Thousand Three Hundred & 00/100 Dollars (\$10,300.00), together with interest at the rate of 11.750% per annum on the unpaid principal balance from October 14, 1998, until paid in full.

PAYMENT. I will pay this loan in 119 payments of \$146.39 each payment and an irregular last payment estimated at \$146.22. My first payment is due November 15, 1998, and all subsequent payments are due on the same day of each month after that. My final payment will be due on October 15, 2008, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

LATE CHARGE. If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$10.00, whichever is less.

DEFAULT. I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

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

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of JEFFERSON County, the Commonwealth of Pennsylvania. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other. (Initial Here ) This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

DISHONORED ITEM FEE. I will pay a fee to Lender of \$18.00 if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

COLLATERAL. This Note is secured by a Mortgage dated October 8, 1998, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

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

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:


X 

(SEAL)

Exhibit B

RYAN HORCHEN

Signed, acknowledged and delivered in the presence of:

Wimberly H. Weller
Witness

Witness

Fixed Rate. Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1998 CFI ProServices, Inc. All rights reserved. [PA-D20 X1007011.LN R1.OVL]

FOR VALUE RECEIVED, FIRST WESTERN BANK, N.A. sells, assigns and conveys
this instrument to COUNTY NATIONAL BANK without recourse except as otherwise
provided in that certain Purchase and Assumption Agreement dated 10/13/98.



RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:
First Western Bank, N. A.
P. O. Box 1488
New Castle, PA 16103

KAREN L. STARCK
REGISTER AND RECORDER
LEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199904029
RECORDED ON
MAR 17, 1999
2:28:01 PM
CORROING FEES - \$15.00
CORRODER
JURY IMPROVEMENT \$1.00
IND. \$1.00
CORRODER
IMPROVEMENT FUND
RATE WGT TAX
HRL \$0.50
\$17.50

FWB, NA # 01200656997

(Space Above for Recorder's Use)

CORPORATION ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, First Western Bank, N. A., the undersigned holder of a Real Estate Mortgage (herein "Assignor"), whose precise place of business is 101 East Washington Street, New Castle, PA 16103, hereby grants, sells, assigns, transfers and conveys to County National Bank (herein "Assignee"), whose precise place of business is 2 South Second Street, Clearfield, PA 16830, its successors and/or its assigns, all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage dated October 8, 1998, in the original amount of \$10,300.00, executed by Ryan Horchen, unmarried, and recorded in Book 1981 at Page 873 on October 30, 1998, in the County Records of Clearfield County, State of Pennsylvania.

Commonly known as: 5 Larissa Court
DuBois, PA 15081
City of DuBois

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this instrument on this 12th day of February, 1999.

First Western Bank, N. A.

Lewis N. Voisey
Vice President

ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF Lawrence

On February 12, 1999, before me, Tammy Ann Hooks, a Notary Public, personally appeared Lewis N. Voisey personally known (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Tammy Ann Hooks
My Commission Expires: April 8, 2002

Notarial Seal
Tammy Ann Hooks, Notary Public
New Castle, Lawrence County
My Commission Expires April 8, 2002
Member, Pennsylvania Association of Notaries

I hereby certify that the Assignee's address is:
2 South Second Street
Clearfield, PA 16830

Mary C. Rlonka

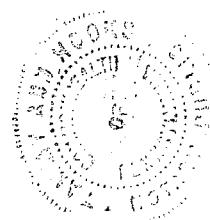


Exhibit C

ACT 6 / ACT 91 NOTICE
March 1, 2000

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): **Ryan M. Horchen**
PROPERTY ADDRESS: **5 Larissa Court
DuBois, PA 15801-3609**
LOAN ACCT. NO.: **1200656997-1**
ORIGINAL LENDER: **First Western Bank, N.A.**
CURRENT LENDER/SERVICE: **County National Bank**

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: 5 Larissa Court
DuBois, PA 15801-3609

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:

December 1999 - \$146.39

January 2000 - \$146.39

February 2000 - \$146.39

Other Charges (explain/itemize):

Late Fees - \$14.64

TOTAL AMOUNT PAST DUE: \$453.81

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 **\$453.81**, 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
Altoona, PA 16602
(814) 944-8100

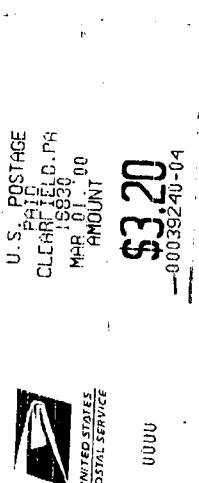
Open to
the right of the return address

CERTIFIED

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
POST OFFICE BOX 130
CLEARFIELD, PENNSYLVANIA 16830

2 046 992 413

MAIL



Ryan M. Horchen
5 Larissa Court
DuBois, PA

MAIL
RECEIVED
3 2 00
2nd Notice
16 MAR 2001

**RETURN RECEIPT
REQUESTED**

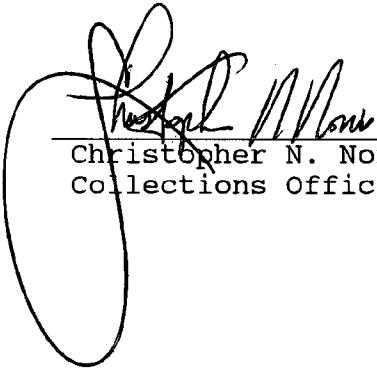
15801-3603 08

3-18
3-23
42
RETURN
RECEIVED
Unclaimed
Address not known
Insufficient address
No such name
Seen office name
my office name
my office name

AFFIDAVIT

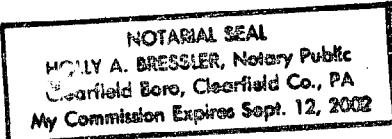
STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

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 3rd
day of April, 2000.

Marilyn A. Bressler
Notary Public



Tap over margin

RECEIVED
OCT 18, 1971, ATT'Y Smith pd \$80.00

5cc att'y Smith

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

U.S.A., IRS
SPECIAL PROCEDURES STAFF
1000 LIBERTY AVE.
PITTSBURGH, PA 15222

(3)

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK
VS

HORCHEN, RYAN M. A/K/A RYAN

00-401-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW APRIL 5, 2000 AT 10:19 AM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON RYAN M. HORCHEN A/K/A
RYAN HORCHEN, DEFENDANT AT EMPLOYMENT, 305 ASPEN WAY, DUBOIS
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RYAN M.
HORCHEN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT
IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS
THEREOF.

SERVED BY: MCINTOSH/COUDRIET.

NOW APRIL 4, 2000, PETER DEFAZIO, SHERIFF OF ALLEGHENY
COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF
CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON UNITED STATES OF AMERICA, I.R.S. AND U.S.
ATTORNEY FOR WESTERN DISTRICT, DEFENDANTS.

NOW APRIL 6, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON U.S. ATTORNEY FOR WESTERN DISTRICT, DEFENDANT
BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN
OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF
THIS RETURN STATING THAT HE SERVED NICOLE, LANDA, P.I.C.

NOW APRIL 6, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON UNITED STATES OF AMERICA, I.R.S., DEFENDANT
BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN
OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF
THIS RETURN STATING THAT HE SERVED HARRY FAZZONE, P.I.C.

FILED

51.52 SHFF. HAWKINS PAID BY: PLFF.
50.00 SHFF. DEFAZIO PAID BY: PLFF.
6.00 NOTARY PAID BY: PLFF.
10.00 SURCHARGE PAID BY: PLFF.
20.00 SURCHARGE PAID BY: ATTY.

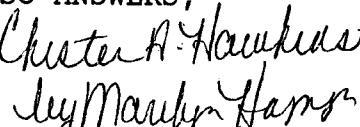
MAY 03 2000
3:41
William A. Shaw
Prothonotary

SWORN TO BEFORE ME THIS

3rd DAY OF MAY 2000

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

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF COUNTY NATIONAL BANK

VS.

DEFT. RYAN M. HORCHEN a1

ADD. DEFT. SERVE: U.S. Atty for Western District

ADD. DEFT. Frederick W. Thieman

GARNIShee 633 U.S. Post Office & Ct. House

ADDRESS Pittsburgh, Pa. 15219

MUNICIPALITY or CITY WARD

ATTY

DATE: 19

ADDRESS

ATTY'S Phone 814-765-5595

PO

Peter F. Smith

Box 130

Clearfield, Pa. 16830

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now. April 4 2000 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depelize the Sheriff of ALLEGHENY County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 11/25/00 day of APRIL at 2000 at 11:00 A.M. o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- Adult in charge of Defendant's residence who refused to give name or relationship.
- Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- Agent or person in charge of Defendant(s) office or usual place of business.
- Other At Rock Land
- Property Posted

Defendant not found because: Moved Unknown No Answer Vacant Other

Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____

Regular Mail Why _____

You are hereby notified that on 19, 1900, levy was made in the case of _____
Possession/Sale has been set for 19 at c'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS 1 / 1 / 1

APR 14 2000

PETER R. DEFAZIO, Sheriff

Notarial Seal
Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 19, 2000

Deputy

Additional Costs Due \$ _____ This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT
436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

DENNIS SKOSNIK
Chief Deputy
*20/2
358*

PLAINTIFF COUNTY NATIONAL BANK

VS.

DEFT. RYAN M. HORCHEN a1

ADD. DEFT. SERVE: U.S.A., IRS

ADD. DEFT. Special Procedures Staff

GARNISHEE 1000 Liberty Ave.

ADDRESS Pittsburgh, Pa. 15222

MUNICIPALITY or CITY WARD

DATE: 19

ATTY'S Phone 814-765-5595

ATTY. Peter F. Smith

ADDRESS P.O. Box 130

CLEARFIELD CO
Clearfield, Pa. 16830

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now, April 4 2000, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depose the Sheriff of

ALLEGHENY County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 6 day of APRIL at 2000 at _____
1130 o'clock A.M. P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
- Adult in charge of Defendant's residence who refused to give name or relationship.
- Manager/Clerk of place of lodging in which Defendant(s) reside(s).
- Agent or person in charge of Defendant(s) office or usual place of business.
- Other PETER R. DEFAZIO
- Property Posted

Defendant not found because: Moved Unknown No Answer Vacant Other _____

Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____

Regular Mail Why _____

Sheila R. O'Brien
Notarial Seal
Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 19, 2000
Member, Pennsylvania Association of Notaries

You are hereby notified that on _____, 19 _____, levy was made in the case of _____
Possession/Sale has been set for _____, 19 _____ at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____ / _____ / _____ / _____ / _____

PETER R. DEFAZIO, Sheriff

By *D. DeFazio*
Deputy
District _____

Additional Costs Due \$ _____, This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK,)
)
Plaintiff,)
)
vs.) No. 00-401-CD
)
RYAN M. HORCHEN a/k/a)
RYAN HORCHEN and the)
UNITED STATES OF AMERICA)
INTERNAL REVENUE SERVICE)
)
Defendants.)

②
FILED

MAY 01 2000

William A. Shaw
Prothonotary

CONSENT JUDGMENT

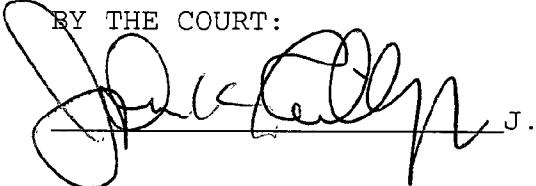
AND NOW, to wit, this 28th day of April,
2000, it appearing that counsel for plaintiff and counsel for
defendant, United States of America, have consented to the entry
of the within Order on behalf of their respective clients, it is
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered
in favor of the plaintiff and against the United States of
America for foreclosure of the mortgage of plaintiff in the
within cause and for sale of the mortgaged property of
defendant(s) Ryan M. Horchen.

It is further ORDERED, ADJUDGED and DECREED that
defendant, United States of America, shall be notified by
plaintiff of the date, time and place scheduled for any sheriff's
sale of the real property of the aforesaid defendant(s); that the
United States of America shall be entitled to payment from the
proceeds of the sheriff's sale to the extent its proper priority
would entitle it to the same; and that the United States of

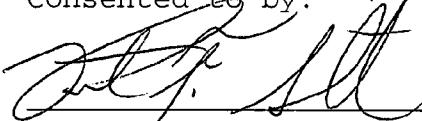
America shall be entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:

A handwritten signature in black ink, appearing to be a judge's name, is written over a horizontal line. The signature is fluid and cursive, with a large, stylized initial letter.

Consented to by:



PETER F. SMITH, ESQ.
Counsel for Plaintiff

MICHAEL C. COLVILLE
Assistant U.S. Attorney
Counsel for Defendant
United States of America

FILED

May 31 1970
OJ 350/1CC
William A. Shad
Prothonotary
CC United States America
1CC Ryan Hochen
FEB